CITY OF ROCHESTER
201 4TH STREET SE, ROOM 108
ROCHESTER, MN 55904-3742

********PROPOSAL*********

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON **May 1, 2013**

PROPOSAL OF _____
(Name of Firm) (Phone No.)

_____
(Address) (Fax No.)

_____
(City) (State) (Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

CITY PROJECT NO. **SWM-8-05** J NO. **J-6543**

STATE PROJECT NO. N/A

MINNESOTA PROJECT NO. N/A

LOCATION: **Baihly Woodlands Subdivision, ROCHESTER, MN**

TYPE OF WORK **Storm Sewer Installation, Ravine Stabilization, Basin Grading and Outlet Control Structure Reconstruction**

LENGTH_____MILES

COMPLETION DATE: **July 26, 2013**

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

04/02/2012
David W. Filipiak License Number 19596 (Date)

****

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

CITY OF ROCHESTER

NOTICE OF BIDS

Notice is hereby given that bids will be received at the office of the City Clerk until **11:00 A.M. on May 1, 2013** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

City No. SWM-8-05 (J-6543)
Baihly Woodlands Subdivision Pond Rehabilitation

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center **at 7:00 P.M.** on **May 6, 2013**

Said Construction generally consists of **Storm Sewer, Ravine Stabilization, Pond Outlet Control Structure and Sediment Removal**. The work includes the following approximate quantities of work:

Common Excavation (CV) ..... 485 CY
Topsoil Borrow (CV) ..... 1134 CY
Random Riprap Class III ..... 35 CY
15" RC Pipe ..... 313 LF
24" RC Pipe ..... 42 LF
27" RC Pipe ..... 511 LF
30" RC Pipe ..... 62 LF
36" RC Pipe ..... 388 LF
Construct Structure Special ..... 3 EA

Plan, Specifications and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE, Room 108, Rochester, MN 55904, (507) 328-2400 or the City's website at https://egram.rochestermn.gov/.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least **5%** the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

A performance and Payment Bond for the full amount of the contract by a surety company authorized to do business in the State of Minnesota will be required with the contract. (Personal bonds will not be accepted.)

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th St. SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon:

City No. SWM-8-05 (J-6543)
Baihly Woodlands Subdivision Pond Rehabilitation

Dated at Rochester, Minnesota this **April 2, 2013**.

JUDY K. SCHERR, CMC, City Clerk

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NOTICE TO ALL BIDDERS -- TO REPORT BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above tollfree "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DIVISION S

S-1 DESCRIPTION

The Contract stipulations that follow are general in scope and may refer to conditions that will not be encountered on the work covered by the Contract. Any provision of these general requirements that pertains to a nonexistent condition or is not applicable to the work to be performed here under, or that conflicts with any provision of the Special Provisions or with any special instructions to bidders, shall have no meaning in the Contract and shall be disregarded.

S-2 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

1. Minnesota Department of Transportation (Mn/DOT) Standard Specifications for Construction.
2. City of Rochester Ordinances.
3. City of Rochester Standard Detail Plates.
4. City of Rochester Standard Specifications for Street & Utility Construction.

S-3 DESIGNATION OF PARTIES

S-3.1 "City"

"City" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.

S-3.2 "Owner"

"Owner" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

S-3.3 "Department"

"Department" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

S-3.4 "Engineer"

"Engineer" shall mean the City Engineer or other authorized representative of the Owner as named in the contract documents.

S-3.5 "Inspector"

"Inspector" shall mean the Engineer's authorized representative assigned to make inspections of Contract performance.

S-3.6 "Bidder"

"Bidder" shall mean any individual or entity submitting a Proposal for the advertised work.

S-3.7 "Contractor"

"Contractor" shall mean the individual or entity designated in the Contract documents to construct the project pursuant to plans and specifications.

S-3.8 "Sub-Contractor"

"Sub-Contractor" shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.

S-3.9 "MnDOT"

"MnDOT" shall mean the Minnesota Department of Transportation.

S-4 DEFINITION OF TERMS

S-4.1 Amount of Contract

For the purpose of awarding the Contract and determining the amount of the Bond, the Contract amount shall be the total amount of the bid.

S-4.2 Date of Acceptance

Date of Acceptance shall be the day when final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans and other Contract documents, and with previous inspection documents.

S-4.3 Date of Final Acceptance

Date of Final Acceptance shall be a day, at least two (2) years after the Date of Acceptance, at which time the City determines that the work continues to be in strict accordance with the provisions of the Plans and other Contract and inspection documents. The Date of Final Acceptance denotes the termination of Contractor's maintenance obligation.

S-4.4 Liquidated Damages

Liquidated damages are the amount prescribed in Mn/DOT Section 1807 to be paid to the Owner, or to be deducted from any payments due or to become due to the Contractor, for each day that work remains uncompleted after expiration of the Contract time as determined and extended in accordance with Mn/DOT Section 1806.

S-4.5 "Incidental"

Whenever in any section of the Contract documents, Plans or Specifications, any item, material or application is defined as incidental, Payment shall be incidental to the Contract and no direct compensation will be made.

S-4.6 "Or Approved Equal" Clause

Whenever in any section of the Contract documents, Plans or Specifications, any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or approved equal" if not inserted, shall be implied.

The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality required and shall not be construed in such a manner as to exclude manufactured products of comparable quality, design, and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed "as equal".

S-4.7 Standard Documents

Standard Documents are those that are referred to but not included in the Plans, Specifications and Special Provisions. Standard Documents are available to the public and it is the Contractor's sole responsibility to obtain and understand the requirements of any Standard Documents noted in the Plans, Specifications and Special Provisions. Examples of Standard Documents include but are not limited to:

Bid documents (Advertisement, Information to Bidders, Proposal and Bid Security)

Performance and Payment Bond forms

Project Specifications and Special Provisions

City of Rochester, Minnesota, Department of Public Works documents:

Standard Specifications for Street and Utility Construction

Standard Detail Plates

Minnesota Department of Transportation documents:

Standard Specifications for Construction.

Standard Plates Manual.

ASTM Material Specifications.

S-5 CONTRACT WORDING

Whenever in these Contract documents the words "As Ordered", "As Directed", "As Required", "As Permitted", "As Allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

Similarly the words "Approved", "Reasonable", "Suitable", "Acceptable", "Properly", "Satisfactory", or words of like effect and import, unless otherwise particularly specified therein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

S-6 AWARD AND EXECUTION OF CONTRACT

S-6.1 Payment and Performance Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, as required by Minn. Stat. Section 574.26. The bonds shall be issued by sureties satisfactory to the City and authorized to do business in the State of Minnesota.

The Payment Bond and Performance Bond shall guarantee that the Contractor will perform each and every part of the agreement, cover all guarantees called for in these Specifications, including the provisions for maintenance and repair, and insure the prompt payment to all persons furnishing material and labor required in the prosecution of the work. The Performance Bond shall be written in such a manner that it shall remain effective until the Date of Final

Acceptance (two (2) years after the Date of Acceptance by the City, provided the work is in accordance with the Specifications and any inspection instructions, and all defects identified during the two (2) year period have been corrected).

In the event the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Minnesota is terminated, or it otherwise ceases to meet the requirements set forth herein, the Contractor shall, within five days thereafter, substitute another Bond and Surety, both of which shall be subject to Owner's acceptance.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Owner.

S-6.2 Execution of Contract

The Contractor shall not, under any circumstance, assign the Contract or any payments due hereunder without written permission by the City.

The Contract will be made on the forms used by the City of Rochester, and made a part of the General Requirements and Covenants, copies of which are also on file at the office of the City Clerk, Room 135, City Hall, Rochester, Minnesota.

S-7 CONTROL OF WORK

S-7.1 Drawing and Specification

The Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed as if it has been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.

Should anything be omitted from the Specifications and Plans that is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Plans, and Specifications.

All Drawings, Specifications and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed Contract, plan sets are to be returned to the City upon request at the completion of the work.

Contractor shall keep and maintain one complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications at the job site that shall be available to the Engineer at all times.

S-7.2 Surveys, Staking and Monument Preservation

The Contractor shall give the Engineer at least 2 working days notice before requiring any stakes to be set or before commencing work on any portion of the Contract, or at any new place, as well as at any place where work has been relinquished or stopped for any reason.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

The Contractor shall carefully protect and preserve any permanent monuments or benchmarks that must of necessity be removed or disturbed in the construction of the work, until they can be properly referenced for relocation.

S-7.3 Other Contracts and Contractors

The Owner reserves the right to award contracts to other Contractors who do additional work at the site of this Project pursuant to Mn/DOT section 1505.

S-7.4 Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer or others so designated and at the expense of the Contractor, who shall repair at its own expense all damage resulting there from.

S-8 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

S-8.1 Permits, Public Utilities and Code Requirements

The Contractor shall make the necessary arrangements for the use or installation of, and shall pay for, any and all utility service that may be necessary in conducting its work. The Contractor must obtain permission from the City of Rochester Water Department if it is necessary to use City water, and said use of water shall be under the City's direction and supervision. The use of existing private water services adjacent to the work shall be arranged and paid for by the Contractor.

If work is to be performed in State of Minnesota Right-Of-Way, the City shall apply for a "Utilities on Trunk Highway" Permit from the Minnesota Department of Transportation. The Contractor shall not initiate the work prior to receipt of the permit. All regulations and rules contained in this permit shall apply and will be considered a part of the Special Provisions. The Contractor shall furnish a certified check or surety bond in the amount required by and in favor of the State of Minnesota, Commissioner of Transportation.

S-8.2 Contractor's Insurance

The Contractor shall not commence work under this Contract until it has obtained and submitted to the City written evidence of all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any sub-Contractor to commence work on its subcontract until all similar insurance required of the sub-Contractor has been obtained and approved.

Compensation Insurance

Worker's Compensation Insurance shall be as required by the laws of the State of Minnesota.

General Liability and Property Damage Insurance.

The Contractor shall take out and maintain during the life of the Contract such General Liability and Property Damage Insurance as shall protect him and any sub-Contractor from claims while

performing work covered by this Contract. The certificates of insurance shall indicate that the City is an additional insured. The required amounts of such insurance are as follows:

General Liability, Personal injury and Property damage

1. Injury or death of one person.....$1,500,000
2. Injury to more than one person in a single accident or occurrence $1,500,000
3. Property damage.....$1,500,000
4. Products – Comp/Op Aggregate $1,500,000
5. General Aggregate.....$3,000,000

X-C-U Hazards

Same limits as above. Basic exclusions for eXplosions, Collapse, and Underground hazards shall be removed from the policy, and so indicated as covered in the declarations on the certificates of insurance.

Automobile Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of the Contract, Automobile Liability and Property Damage Insurance on all self-propelled vehicles used in connection with the Contract whether owned, non-owned, or hired site and the amounts of such insurance shall be as follows:

1. Injury or death of one person.....$1,500,000
2. Injury to more than one person in a single accident or occurrence $1,500,000
3. Property damage.....$1,500,000

Satisfactory Coverage

In the event that the form of any policy or certificates or the amount of the insurance is not satisfactory to the City, the Contractor shall secure other policies or certificates in a form and amount satisfactory to the City.

The Contractor shall not cause any policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until 30 days after the City has received written notice as evidenced by the return receipt of registered letter.

Proof of Carriage of Insurance

Written evidence of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the, insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein above.

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The Contractor shall defend, save and hold harmless the City of Rochester and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under the Contract.

S-8.3 Mediation

The resolution of any dispute, controversy or claim arising out of or relating to this Contract or the relationship between the parties shall first be attempted through a mediation process. Such mediation shall be conducted in the City of Rochester, Minnesota, or such other location as the parties may mutually agree. The parties shall share the mediator's fee equally. The mediation shall be conducted by a mediator mutually agreed upon between the parties. If the parties are unable to agree upon a single mediator within thirty days after one party has delivered written notice to the other party requesting mediation of a stated dispute, each party shall select one mediator and the selected mediator shall select a third mediator who alone shall attempt resolution of the dispute. Either party may take action in Olmsted District Court should mediation not result in a resolution of the dispute.

S-8.4 Use of Explosives

The Contractor shall obtain a User Permit from the Chief of Police for the City of Rochester prior to the transporting, storage or use of explosives, and shall comply with all conditions imposed therein.

S-8.5 Noise Control

The Contractor shall comply with the requirements of Chapter 85, Section 85.10 of the Rochester Code of Ordinances:

"Noises Prohibited.

Subdivision 1 Unnecessary Noises Generally. No person shall make, continue, or cause to be made or continued any loud, unnecessary or unusual noise which unreasonably annoys, disturbs, injures or endangers the comfort, convenience, safety, health, welfare or repose of persons in the vicinity thereof, unless the making, continuing, or causing to be made or continued of such noise cannot be prevented and is necessary for the protection or preservation of property or of the health, safety, life or limb of some person.

Subdivision 2 Construction or Repair of Buildings, or Construction work.

I. The erection (including excavation), demolition, alteration or repair of any building requiring a building permit or the performance of any construction work occurring between the hours of 10:00p.m. and 7:00 a.m. on Monday through Saturday, from 10:00 p.m. Saturday through 12:00 p.m. Sunday, and from 10:00 p.m. Sunday through 7:00 a.m. Monday is a violation of this section. For purposes of this section, "construction work" shall mean any and all activity incidental to the erection of buildings, structures, roads, flood control facilities, or appurtenances thereto, including land clearing, grading, excavating, and filling.

II. Notwithstanding this section, a permit may be obtained to allow construction work to occur during the prohibited hours described in (a) in cases of urgent necessity in the interest of public health and safety. The permit shall be granted for a period not to exceed three days, shall continue only so long as the necessity continues, and may be extended for periods of three days or less so long as the necessity continues.

III. Notwithstanding this section, a permit may be obtained to allow construction work to occur during the prohibited hours described in (a) if it is determined that the public health and safety is not impaired by the erection, demolition, alteration, or repair of any building, or the performance of construction work

occurring during such hours, and further determines that loss or inconvenience would result to any party in interest. Application for a permit may be made at the time the permit for the work is awarded or during the progress of the work.

IV. The permits described in (b) and (c) shall be issued by the building inspector in cases involving a building for which a building permit is required. In all other cases, the permit shall be issued by the city engineer."

S-9 MEASUREMENT & PAYMENT

S-9.1 Partial Payment

Unless the terms of the contract provide otherwise, progress payments shall be made monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the City. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

The City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. The City may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if, in the City's opinion, the work is progressing satisfactorily.

For further details refer to Mn/DOT specification 1906 "Partial Payments".

S-9.2 Acceptance and Final Payment

When final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans, other Contract documents, and previous inspection instructions, the Engineer shall, within ninety (90) days thereafter, prepare a final estimate which shall be based on accurate measurements of all work performed, and shall submit such estimate together with recommendations to the City Council of the City of Rochester for approval. Payment shall then be made for all work performed under the Contract, less any partial payments already made and any legal deductions or forfeitures for the satisfaction of liens or other claims against the Contract.

S-9.3 Correction of Work After Final Payment

Neither acceptance and occupancy by the Owner, final payment, nor any other provision in the Contract documents, shall relieve the Contractor of its maintenance obligation as hereinafter set forth and as identified in the Specifications.

S-9.4 Maintenance and Repair

The Contractor shall guarantee all work relating to the Specifications for a period of at least two (2) years from the date of written acceptance of the work or project. The Contractor shall make all needed repairs arising out of defective workmanship or materials that, in the judgment of the City, become necessary during such period. Final acceptance and termination of the maintenance obligation shall occur on the date two (2) years after initial acceptance provided that the work is in accordance with the Specifications and any inspection instructions. The maintenance obligation shall otherwise continue until all defects, including defective equipment installed therein, have been corrected.

At any time prior to Final Acceptance (the time during which the maintenance obligation is in effect as provided herein) the City may demand that the Contractor make any noted repairs. If

Contractor fails to undertake repairs within ten days after the mailing of a notice of the need to make such repairs, the City may either take action against the performance bond or make the repairs itself and recover the cost from Contractor or the surety under the performance bond.

S-10 OWNER AND EASEMENTS

The City of Rochester is designated as the Owner. All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

1. **If the Contractor obtains an agreement with a private land owner related to this project the City shall be provided a copy signed by the owner.**

S-11 CONFLICTS IN DIMENSIONING

In case of conflict between dimensions shown on the plans or detail drawing and those in the specifications, the dimensions on the drawings shall govern. If the conflict is other than dimensions, the specifications shall govern.

S-12 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled after Engineer's receipt of the Contractor's schedule. The Contractor shall submit to the Engineer a schedule illustrating in bar chart form the anticipated commencement date and duration of each of the major work tasks prior to the pre-construction conference. These tasks shall be broken down by type of work and location as necessary for purposes of planning and coordinating the work of this contract. The schedule should address the phasing of construction in a manner that will provide good project coordination. The Contractor will be required to update or modify the written construction schedule as necessary to accurately reflect the rate and progress on the project.

The conference will be held with the Contractor, City Representative, Engineer and other parties involved in the project. Materials, material sources, construction methods, and scheduling will be reviewed and any questions or procedures will be clarified.

S-13 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Matt Crawford
Infrastructure Engineer
City of Rochester
(507) 328-2411

S-14 RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of Mn/DOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a

preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

S-15 (1213) DISQUALIFICATION OF BIDDERS

The provisions of Mn/DOT 1213 are hereby deleted and replaced with the following:

S-15.1 Either of the following reasons may be considered sufficient cause for disqualification of a bidder and the rejection of his Proposals:

(1) More than one Proposal for the same work from an individual, firm, or corporation under the same or different name. Substitute bid schedules shall be governed by Mn/DOT 1206.

(2) Evidence of collusion among bidders. Participants in collusion will receive no recognition as bidders on future work until they have been reinstated as responsible bidders.

S-16 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of Mn/DOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

The City shall have up to **60 days** from the bid opening to award the contract during which time the bid unit prices shall prevail.

S-17 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of Mn/DOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars ($5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All contracts in excess of five million dollars ($5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

S-18 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

The provisions of 1404 are supplemented as follows:

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of Mn/DOT 1404 and 1710, the Minnesota Standard Signs Manual,

the Traffic Engineering Manual, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability..

S-18.1 Traffic Control

(A) The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference.

The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1.	Rochester Public Works Department	(507) 328-2400
2.	Rochester Police Department	(507) 328-2800
3.	Local Fire Department	(507) 328-6300
4.	City/Township Clerk	(507) 328-2900

(B) If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least fourteen (14) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(C) The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

(D) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts,** these Special Provisions, and/or the MN

MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of $250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(E) Not used.

(F) The third sentence of paragraph 2 in Mn/DOT 1404.7 (Winter Suspension) is hereby revised as follows:

"In the event that any Contractor-owned traffic control devices are damaged or destroyed making them ineffective for their intended use, the Contractor will receive payment in the amount of the value of the traffic control device as determined by the Engineer."

(G) If, at any time, the Contractor fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the Department reserves the right to properly correct the deficiency. **Each time the Department takes such corrective action, the costs thereof, including mobilization, plus $5,000 will be deducted from monies due or coming due the Contractor.**

S-18.2 Vehicle Warning Light Specification

All Contractors', subcontractors' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE specifications. This would include closed roads that are open to local traffic only. This also includes any vehicle which enters the traveled roadway at any time. The SAE specification requirements are as follows:

360 Degree Rotating Lights - SAE Specification J845

Flashing Lights - SAE Specification J595

Flashing Strobe Lights - SAE Specification J1318

Lights shall be mounted so that at least one light is visible at all times when at eye level from a 18 m [60 foot] radius about the equipment. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the Department. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Any warning lights shall be on the list of approved lights which may be obtained by contacting:

Vehicle Warning Lights
Office of Construction MS650
Transportation Bldg. OR by calling: (651)366-4216
395 John Ireland Blvd.
St. Paul, MN 55155

This list is updated periodically. Warning light suppliers and manufacturers may contact the above for information on adding new products to the list.

S-18.3 Flagger Training

Any person acting as a flagger on this Project shall have attended a training session taught by a Contractor's qualified trainer. The Contractor's qualified trainer shall have completed a "Mn/DOT Flagger Train the Trainer Session" in the five years previous to the start date of this Contract and shall be on file as a qualified flagger trainer with the Department. The Flagger Trainer's name and Qualification Number shall be furnished by the Contractor at the pre-construction meeting. The Contractor shall provide all flaggers with the Mn/DOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The Contractor shall obtain handbooks from the Department. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form can be found at: http://www.dot.state.mn.us/const/wzs/flaggerchecklist%20.pdf.

The Engineer will have the right to waive the above requirements.

S-18.4 Temporary Lane Closure Requirements:

(A) Unless otherwise approved by the Engineer, temporary lane closures will not be allowed for this project.

(B) Not used.

(C) Not used.

(D) Temporary lane closures or other restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted during those hours and at those locations approved by the Engineer. Requests for temporary lane closures shall be made at least 24 hours prior to such closures. When a temporary lane closure is used by the Contractor, the closure shall be incidental work and no direct compensation will be made therefore.

S-18.5 General Requirements:

(A) All portable sign assemblies shall be perpendicular to the ground. No traffic control device (signs, channelizing devices, arrowboards, etc.) shall be weighted so they become hazardous to motorists and workers. The approved ballast system for devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. During freezing conditions, the sand for bags shall be mixed with a de-icer to prevent the sand from freezing. The sandbags shall be placed and maintained at the base of the traffic control device to the satisfaction of the Engineer.

When signs will remain in the same location for more than 30 consecutive days the signs shall be post mounted. This would not include portable signs which are set up and taken down at the beginning and end of each work shift. The signs must be post mounted according to the Typical Temporary Sign Framing and Installation Detail Sheet found in the Plan or in these Special Provisions.

(B) When signs are installed, they shall be mounted on posts driven into the ground at the proper height and lateral offset as detailed in the MN MUTCD. **When signs are removed, the sign posts and stub posts shall also be removed from the Right of Way within two (2) weeks or the Contractor shall be subject to a daily charge assessed at a rate of $100.00 per day for each day or portion thereof with which the Engineer determines that the Contractor has not complied.**

(C) Not used.

(D) Not used.

(E) The Contractor shall provide protective devices necessary to protect traffic from excavations, drop-offs, falling objects, splatter or other hazards that may exist during construction. This work shall be an incidental cost to the Contractor.

(F) The Contractor will not be permitted to park vehicles or construction equipment so as to obstruct any traffic control device.

(G) Not used.

(H) All personnel working within the Right-of-Way shall wear reflectorized high-visibility apparel. All personnel shall adhere to the following HIGH VISIBILITY PERSONAL PROTECTIVE EQUIPMENT SPECIFICATION.

Each worker exposed to or working adjacent to moving motor vehicles as part of their assigned job shall be provided with and required to wear a high visibility safety apparel. *High-visibility safety apparel means personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107 – 2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear."*

If the high visibility apparel becomes faded, torn, dirty, worn, or defaced, reducing the conspicuity of the apparel, the apparel shall be removed from service and replaced.

The Contractor will be subject to a non-compliant charge for failure to adhere to the clothing requirements as listed above. **Non-compliant charges, for each incident, will be assessed at a rate of $500.00 per incident that the Engineer determines that the Contractor has not complied.**

(I) Not used.

(J) Not used.

(M) Not used.

(Q) All temporary rigid signs shall be fabricated with an approved retroreflective sheeting material of the appropriate color, and be listed on the Qualified Product Listing (QPL) for

either “Sheeting for Rigid Signs” or “High Performance Sheeting for Rigid Signs”. Signs remaining inplace that still apply during temporary operations need no change in sign sheeting.

To visually identify approved retroreflective sign sheeting on temporary rigid signs in the field signs shall have an easily identifiable marking on the face. This marking verifies that the sign sheeting is Approved for Rigid Sign Use as found on the APL. Although still required to meet sheeting standards, temporary rigid signs 4 sq. feet and under in size and all barricades and route markers will be exempt from this marking. The appropriate marking shall be used for each type of the approved sheeting types, consisting of Type IX and Type HP (also marked as DG3). Refer to the instructions for the marking of temporary signs which may be found on the APL or directly at the following link: http://www.dot.state.mn.us/products/signing/common/typelabel.pdf

The retroreflective sheeting types and qualified products used for temporary signs and barricades can be found at: http://www.dot.state.mn.us/trafficeng/products/MnDOTapprovedproductlist.xls.

S-18.6 Maintenance and Staging of Traffic Control:

The Contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project.

The Contractor shall fully expect to employ significant measures to control and maintain pedestrian, vehicular traffic throughout the life of the project. The major access and traffic control considerations are as follows:

The project site will be accessed off of multiple locations as shown in the plans. A number of the access points are located between residences, which shall remain open to through traffic at all times during construction operations under this contract, except as hereinafter provided.

All private entrances and commercial entrances shall remain accessible at all times, unless written permission can be obtained by the contractor from the property owner 48 hours in advance of closing access.

The following closures will be allowed during the weekday non-peak hours of 9:00 a.m. to 3:00 p.m. and between the hours of 9:00 p.m. to 5:00 a.m.:

- Single lane closure for staging materials and equipment or concrete pours

The Contractor shall notify the Engineer at least five (5) working days in advance of his intent to close lanes.

A traffic flow pattern on city streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times. All street closings shall be approved by the city prior to closing. The temporary closing of any streets will require the installation of sufficient barricades, fences, and signs, to adequately deter traffic from entering the sites. If the streets are not closed, one lane of traffic shall be maintained at all times, and signs installed indicating "local traffic only".

Haul routes shall generally be along C.S.A.H. streets or trunk highways, and coordinated with the engineer.

S-18.7 Measurement and Payment

No measurement will be made of the various Items that constitute Traffic Control. All work related to Traffic Control shall be considered incidental to Mobilization.

S-19 (1506) SUPERVISION BY CONTRACTOR

The provisions of Mn/DOT 1506 are supplemented as follows:

At the Preconstruction Conference the Contractor shall designate in writing who the competent superintendent and competent individual (if different) will be for this Project. These persons can only be changed throughout the duration of the Project by submission of written authorization to the Engineer by the Contractor. The submittal of these persons shall be done before any work is performed on this Project.

The Contractor will be subject to an hourly charge for failure to comply with the requirements of Mn/DOT 1506. Non-Compliance charges, for each incident, will be **assessed at a rate of $100 per hour**, for each hour or portion thereof, during which the Engineer determines that the Contractor has not complied. No charge will be made if the deficiency is corrected within one (1) hour of notification.

An incident of Non-Compliance will be defined as the receipt of a written work order by the Contractor with instructions to correct a deficiency.

S-20 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

S-20.1 All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."

S-20.1 By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of City drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to City's storm water drainage facilities.

S-20.2 Utilities

S-21 (1710) TRAFFIC CONTROL DEVICES

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Signs Manual, the Traffic Engineering Manual, and the following:

The Contractor is hereby advised that the MN MUTCD requires that all signs shall meet the NCHRP 350 crash testing criteria.

The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.

S-22 (1717) AIR, LAND AND WATER POLLUTION

The provisions of Mn/DOT 1717 are supplemented and/or modified with the following:

S-22.1 **Discovery of Contaminated Materials and Regulated Wastes**.

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, notify the Engineer, and request suspension of work in the vicinity of the discovery area, in accordance with Mn/DOT 1803.4.

A documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

(A) Indicators of contaminated soil, ground water or surface water include, but are not limited to the following:
  (1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
  (2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
  (3) A rainbow color (sheen) on surface water or soil.

(B) Indicators of regulated wastes include, but are not limited to the following:
  (1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a possible dump)
  (2) Concrete and asphalt rubble (indicators of demolition waste).
  (3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
  (4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
  (5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
  (6) Sandblast residue (could contain lead).
  (7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
  (8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
  (9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

S-22.2 Mn/DOT 1717.2 A2 is hereby deleted and replaced with the following:

A2 During Construction

The Contractor shall implement the Project's Storm Water Pollution Prevention Plan. The Contractor shall schedule and install temporary and permanent sediment and erosion control measures, construct ponds and drainage facilities, finish earth work operations, place topsoil, establish turf, and conduct other Contract work in a timely manner to minimize erosion and sedimentation.

All exposed soil areas with continuous positive slopes that are within 200 feet of a public water shall have temporary or permanent erosion protection within 24 hours after the construction activity in that portion of the site has temporarily or permanently ceased and connection is established to the public water. All other positive slopes to constructed surface waters, such as permanent storm water treatment ponds, curb and gutter systems, storm sewer inlets, temporary or permanent drainage ditches, or other storm water conveyance systems, shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 14 days after

construction activity has temporarily or permanently ceased in that area. For those drainage areas that have a discharge point within 1 mile and flows to an impaired or Special Waters shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 7 days after construction activity has temporarily or permanently ceased in that area. Impaired and Special Waters are defined as those listed and referenced in the NPDES Permit.

Positive slopes adjacent to public waters and wetlands will be stabilized at the close of each day when weather forecasts for rain that evening, and/or overnight including weekends. Once work is completed it will be stabilized permanently as soon as practical but no later than seven days.

Exposed soil areas do not include; stockpiles or surcharge areas of sand, gravel, aggregate, concrete, bituminous, or road bed and surfacing material. A perimeter sediment barrier may be necessary to minimize loss when these are within the 60 m (200 feet) of existing surface waters or the property edge.

The bottom of temporary or permanent drainage ditches or swales constructed to drain water from a construction site must be stabilized with erosion control measures for the last 200 feet, or more when conditions warrant, from the property edge or from the point of discharge to any existing surface water. Stabilization shall be completed within 24 hours after the construction activity in that portion of the ditch has temporarily or permanently ceased. Ditch stabilization will continue concurrently with construction activities but no later than 14 days after construction activities have permanently or temporarily ceased. Any, culvert pipe or storm sewer pipe that is within the cumulative distance is not part of this distance. Ditch checks may be provided where necessary to slow water flow and capture sediment.

Temporary or permanent ditches used as treatment systems will not need to be stabilized but must provide the proper Best Management Practices for the treatment system.

Pipe outlets shall be provided with temporary or permanent energy dissipation within 24 hours of connecting the pipe to any constructed or existing surface waters.

The Contractor shall limit the surface area of erodible soil that can be exposed to possible erosion at any one time when the permanent erosion control features are not completed and operative.

All liquid and solid wastes generated by concrete washout operations must be contained and not have the opportunity to come in contact with the surface waters or ground water. This includes the ditches, slopes to ditches, curb and gutter/storm sewer systems, and ponds. Areas where there are sandy soils, karsts, and high ground water the washout facility must have an impermeable liner. Liquid and solid wastes must be disposed of properly. A concrete washout sign must be installed adjacent to each washout facility to notify personnel.

S-22.3 Mn/DOT 1717.2E is hereby deleted and replaced with the following:

E Site Plans

The Engineer may require the Contractor to submit a site plan, in writing, detailing proposed erosion control and sediment control measures and a schedule indicating starting and completion times for construction operations working in water bodies and/or in direct proximity to waters of the state.

Contractor shall not start work in the affected areas until the schedule and site plan have been accepted by the Engineer and all materials and equipment for the activity are on site.

S-23 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

S-23.1 PermiTrack Reportings:

In addition to complying with the requirements per MnDOT Standard Specification 1717 as modified, the Erosion Control (EC) Supervisor shall inspect erosion control measures on a weekly basis and after each 1/2" rain event. Inspections are required to be documented by the EC Supervisor. The City of Rochester shall create a job/permit on a website provided by the City (PermiTrack). Further, the City will provide the EC Supervisor with a permit number and access code for the job on the website. The EC Supervisor shall:

a. Within 10 working days of a receipt of the permit number and access code, enter the website and create a list of site erosion control practices that are proposed on the approved plan.
b. Within 10 working days of actual start of work, enter the website and document that the practices that have been installed in accordance with the approved plan.
c. Provide weekly and event driven erosion inspection documentation of the condition of the practices and note any repairs needed and actions taken.
d. Within 10 working days of completion of the project, enter the project and note that the project has been terminated.
e. Upon written or verbal notice by an agent at the City of Rochester to the supervisor or the supervisor's designated representative regarding an erosion control action or repair needed to bring the site into compliance, the supervisor shall have not less than 24 nor more than 72 hours to bring the project site into compliance and document those actions on the website. The time allotted to bring the site into compliance shall be noted on the notice.

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (MPCA), and in accordance with the provisions of Mn/DOT 1717, these Special Provisions, and the following:

S-23.2 By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permitee with the Department to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 1 acre or more of total land area. A copy of the "General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program" is available at:

http://www.pca.state.mn.us/water/stormwater/stormwater-c.html or by calling 651-296-3890.

Contractor shall obtain NDPES permit and provide City a copy before any work begins. The application form with Sections 1 thru 3 and 5 thru 14 completed is part of the Contract document package. The Contractor shall fill out the Contractor's portion (Section 4 and Section 15), complete the application process, and post the Permit and MPCA's letter of coverage onsite.

A NPDES Permit Declaration form will be sent to the Contractor with the Contract award packet. A copy of the signed permit application and a signed Permit Declaration form

must be returned with the Contract and Bond. Submittal of the copy of the signed permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the Department has received the required documentation.

S-23.3 The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraphs IV.E, shall be the sole responsibility of the Contractor. The word "Permitee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit.

The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The Contractor shall immediately rectify any shortcomings noted by the Engineer. All meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the Contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from Mn/DOT, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

S-23.4 Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional Contact Person within 2 days of an uncontrolled storm water release. The names and phone numbers of the MPCA Regional Contract personnel can be found at: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html. The Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Officer must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

S-23.5 The Contractor shall review and abide by the instructions contained in the permit package. The Contractor shall hold Mn/DOT harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

S-23.6 The Contractor is advised that Section 1 of the NPDES application form makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Projects' SWPPP is addressed throughout Mn/DOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	Mn/DOT 1701, 1702; and 1717 Special Provisions: 1717 (Air, Land & Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	Mn/DOT 1506, 1717, and 2573; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	Mn/DOT 1717 and 2573; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans; Mn/DOT 1717; Special Provisions: 1717 (Air, Land & Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; Mn/DOT 2573 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; Mn/DOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	Mn/DOT 2105.3B and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	Mn/DOT 1717, 2573, and 2575; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; Mn/DOT 1717, 2573, and 2575; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

S-24 (1806) DETERMINATION OF CONTRACT TIME

The contract time will be determined in accordance with the provisions of 1806 and the following:

S-24.1 Construction operations shall be started within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

S-24.2 All work required by these contract documents shall be completed no later than **July 26, 2013.**

For further time sensitive information please refer to the following sections of this proposal:

S-18 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL
S-21 (1507) UTILITY PROPERTY AND SERVICE

S-25 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

Disposal of excess excavation.
Concrete Washout Operations
Reinforcing bars and dowels.
Pipe bedding/foundation/encasement material
Maintaining access to private property.
Finish grading of boulevard and disturbed areas
Fine grading of subgrade and subgrade preparation
Shaping of earth berms for erosion control and drainage swales
Water & Dewatering

S-26 (1904) EXTRA AND FORCE ACCOUNT WORK

The provisions of Mn/DOT 1904 are supplemented and/or modified with the following:

S-26.1 The Contractor is required to submit force account work itemized statements of costs in accordance with Mn/DOT 1904 to the Engineer on Mn/DOT form TP-21659 (Summary of Daily Force Account). Copies of this form can be obtained from the Engineer.

S-26.2 The following sentence shall be added to the second paragraph of Mn/DOT 1904:

"Under no circumstance will the negotiated unit price for Extra Work which is performed by a subContractor include a Prime Contractor allowance which exceeds that provided for in 1904(4), Paragraph 3."

S-27 (2021) MOBILIZATION

The provisions of Mn/DOT 2021 are hereby deleted and replaced with the following:

S-27.1 DESCRIPTION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

S-27.2 BASIS OF PAYMENT

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
	Pay Lesser of the Two	
% of Original Contract Amount Completed[1]	% of Mobilization	% of Original Contract Amount
5	50	3
15	75	5
25	100	5
95	100	N/A

[1] The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all bid items).

The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

Item No.	**Item**	**Unit**
2021.501	MOBILIZATION	LUMP SUM

S-28 (2101) CLEARING AND GRUBBING

Clearing and grubbing operations shall be performed in accordance with the provisions of Mn/DOT 2101 and the following:

S-28.1 **Burning or burying timber, stumps, roots or other debris will not be permitted.**

S-28.2 The first paragraph of Mn/DOT 2101.3D, Disposal Limitations, is revised to read as follows:

The Contractor shall dispose of trees, brush, stumps, roots, and other debris or byproducts by chipping or marketing.

S-28.3 Mn/DOT 2101.3D(5) under Disposal Limitations, is revised to read as follows:

(5) Shall not bury trees, brush, stumps, roots, and other debris or by-products within the State Right of Way or City Property.

S-28.4 Mn/DOT 2101.3D6 Burying, is hereby deleted in its entirety.

S-28.5 The first paragraph of Mn/DOT 2101.4B Area Basis, is revised to read as follows:

When the hectare is the unit, quantities will be determined by measuring (to the nearest 0.02 hectare **(0.05 acre)** all areas cleared and all areas grubbed, within the limits shown in the Plans or staked by the Engineer. All measurements will be made horizontally to points 3 m (**10 feet**) outside the trunks of qualifying trees or stumps on the perimeter of the area being measured. Separate areas smaller than 0.02 hectare (**0.05 acre**) will be considered to be 0.02 hectare (**0.05 acre**).

S-28.6 The first paragraph of Mn/DOT 2101.5 Basis of Payment, is revised to read as follows:

Payment for the accepted quantities of clearing and grubbing at the Contract prices per unit of measure will be full compensation for all removal and disposal costs, including the costs of securing outside disposal sites as needed and of carrying out the specified treatment in disposing of elm, oak wilt infected red oaks, pine, and marketable trees.

Item No.	**Item**	**Unit**
2101.511	CLEARING AND GRUBBING	AC

S-29 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Section 2104 is hereby supplemented to include the following:

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be filled with sand and plugged.

S-29.1 Measurement and payment for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in Mn/DOT 1403.

S-30 (2105) EXCAVATION AND EMBANKMENT

Excavation and embankment construction shall be performed in accordance with the provisions of Mn/DOT 2105, except as modified below:

S-30.1 Mn/DOT 2105.2A2 Rock Excavation is revised to read as follows:

Rock excavation shall consist of all materials that cannot, in the Engineer's opinion, be excavated without drilling and blasting or without the use of rippers, together with all boulders and other detached rock each having a volume of 1 cubic meter (**1 cubic yard**) or more, but exclusive of those quantities that are to be paid for separately under the item of rock channel excavation.

S-30.2 The last paragraph in Mn/DOT 2105.3B Preparation of Embankment Foundation, is revised to read as follows:

Before backfilling depressions within the roadway caused by the removal of foundations, basements, and other structures, the Contractor shall enlarge the depressions as directed by the Engineer.

S-30.3 The first and second sentences in the second paragraph in Mn/DOT 2105.3D Disposition of Excavated Material, are revised to read as follows:

When the soils are so varied that selection and placement of uniform soils is not practical, the Contractor shall use disks, plows, graders or other equipment to blend and mix suitable soils to produce a uniform soil texture, moisture content and density; except that, all soils that contain 20 percent or more particles passing the 75 um **(#200)** sieve shall be blended, mixed and dried with a disk, within the entire upper 2 meters (**6 feet**) of embankment. The disk shall meet the requirements of 2123 N, Disk Harrow. A disk is also to be used below the upper 2 meters (**6 feet)** of the embankment fill area, if in the opinion of the Engineer, the Contractor is not producing a uniform soil texture.

S-30.4 The fifth paragraph in Mn/DOT 2105.3D Disposition of Excavated Material, is revised to read as follows:

Peat, muskeg, and other unstable materials that are not to be used in the roadbed embankments shall be deposited in the areas indicated in the Plans or elsewhere as approved by the Engineer. All other material that is considered unsuitable for use in the upper portion of the roadbed shall be placed outside of a 1:1 slope down and outward from the shoulder lines on fills under 10 m (**30 feet**) in height or outside of a 1 vertical to 1.5 horizontal slope down and outward from shoulder lines on fills over 10 m (**30 feet**) in height, or used to flatten the embankment slopes, or disposed of elsewhere as approved by the Engineer.

S-30.5 The second sentence in the eighth paragraph of Mn/DOT 2105.3D Disposition of Excavated Material, is revised to read as follows:

No stones exceeding 150 mm (**6 inches**) in greatest dimension will be permitted in the upper 1 m (**3 feet**) of the roadbed embankment.

S-30.6 The fourth to last paragraph in Mn/DOT 2105.3D Disposition of Excavated Material, which begins with “All combustible debris materials (stumps, roots, logs, brush, etc.) together with all…” is hereby deleted and replaced with the following:

All noncombustible materials other than soils (oversized rock, broken concrete, metals, plastic pipe, etc.) shall be disposed of in accordance with 2104.3C.

S-30.7 The ninth paragraph of Mn/DOT 2105.5 is hereby deleted and replaced with the following:

If the Proposal fails to include a bid item for rock excavation or rock channel excavation, and material is uncovered that is so classified, excavation of the rock will be paid for separately at the Contract price for common excavation or common channel excavation, plus an additional $26.00 per cubic meter **($20.00 per cubic yard)** . If no bid item is provided for common channel excavation, excavation of materials classified as rock channel excavation will be paid for at the Contract price for common excavation plus an additional $28.00 per cubic meter **($21.50 per cubic yard)**. Such stipulated prices for rock excavation will apply up to a maximum of 200 m3

(260 cubic yards) of excavation per item or to such quantity as may be performed by mutual consent prior to execution of an Extra Work agreement.

S-30.8 The eleventh paragraph of Mn/DOT 2105.5 is hereby deleted and replaced with the following:

(a) That portion of the additional excavation that is removed from below a plane parallel to and 5 m (**15 feet**) below the natural ground surface will be measured in 2 m (**5 foot**) depth zone increments and paid for separately at adjusted unit prices. The adjusted unit price will be equal to the Contract bid price for muck excavation plus $0.39 per cubic meter **($0.30 per cubic yard)** for the additional excavation within the 5-7 m **(15-20 foot)** depth zone and an additional $0.26 per cubic meter **($0.20 per cubic yard**) for each additional 2 m **(5 foot)** increment of depth beyond 7 m **(20 feet).**

S-30.9 Compaction of all embankment construction, including culvert backfills, shall be obtained by the "**Quality Compaction**" method described in Mn/DOT 2105.3F.

S-30.10 Excess soils and rock not used on the Project shall be wasted on the project property, on the downstream side of the embankment. No direct compensation will be paid for the disposal of excess materials. Disposal sites shall be left in a well graded condition with all solid wastes and boulders adequately covered.

S-30.11 Measurement and Payment

Item No.	Item	Unit
2105.501	COMMON EXCAVATION (P)	CY
2105.525	TOPSOIL BORROW (CV) (P)	CY

S-31 (2360) PLANT MIXED ASPHALT PAVEMENT

This work consists of replacing bituminous trail and frontage road removed for sewer installation in accordance with the applicable Mn/DOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction:

S-31.1 **Frontage Road Reconstruction** shall be constructed per City of Rochester standard plate with a total of 4 inches of bituminous over 8 inches of class VII aggregate base. Confirm section with Engineer and adjust as necessary to match existing section

S-31.2 **Payment** for the accepted quantities of pavement reconstruction at the Contract prices per unit of measure will be full compensation for all material and installation costs, including the costs of asphalt, gravel base material, and all preparation of existing subgrade.

ITEM	DESCRIPTION	UNIT
2360.601/00010	BITUMINOUS PAVEMENT	SQ YD

S-32 (2451) GRANULAR PIPE BEDDING

This work consists of installing pipe bedding where required in accordance with the applicable Mn/DOT Standard Specifications and in accordance with The City of Rochester Standards for Trench Excavation:

S-32.1 Granular bedding shall be used where subgrade is not suitable for pipe placement, as directed by the Engineer.

Bedding material shall be in accordance with the material specifications of Granular Bedding 3149.2F.

S-32.2 **Payment** for the accepted quantities of granular bedding at the Contract prices per unit of measure will be full compensation for all material and installation costs, including the costs of material, additional trench excavation and placement.

ITEM	DESCRIPTION	UNIT
2451.507	GRANULAR BEDDING (LV)	CY YD

S-33 (2503) STORM SEWER

This work consists of constructing storm sewers in accordance with the applicable Mn/DOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction:

S-33.1 **Sewer pipe and aprons** of each design designation will be measured by length along the line of pipe or each. Terminal points of measurement will be the pipe end at free outlets; the point of connection with inplace pipe; the center of manholes or catch basins; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined in the plans.

S-33.2 **Basis of Payment**

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

ITEM	DESCRIPTION	UNIT
S100.516	FURNISH & INSTALL 12 IN REINFORCED CONCRETE PIPE	LF
S100.516	FURNISH & INSTALL 15 IN REINFORCED CONCRETE PIPE CL X	LF
S100.516	FURNISH & INSTALL 18 IN REINFORCED CONCRETE PIPE CL X	LF
S100.516	FURNISH & INSTALL 24 IN REINFORCED CONCRETE PIPE CL X	LF
S100.516	FURNISH & INSTALL 27 IN REINFORCED CONCRETE PIPE CL X	LF
S100.516	FURNISH & INSTALL 30 IN REINFORCED CONCRETE PIPE CL X	LF
S100.516	FURNISH & INSTALL 36 IN REINFORCED CONCRETE PIPE CL X	LF
S100.540	FURNISH & INSTALL XX IN REINFORCED CONCRETE PIPE APRON	EACH
S100.540	FURNISH & INSTALL 24 IN REINFORCED CONCRETE PIPE APRON WITH TRASH GUARD	EACH

S-34 (2503) MANHOLES AND CATCH BASINS

This work consists of constructing manholes and catch basins in accordance with the applicable Mn/DOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction and City of Rochester Detail Plates:

S-34.1 **Manholes and catch basins** of each design designation will be measured by number of each constructed complete-in-place, including the base and castings as required, for the depth increments as stated in the proposal. The depth of manholes and catch basins shall be considered as being the distance from the top of the ring, cover, or grate to the invert elevation at the center of the structure.

S-34.2 **Payment** for manholes and catch basins will be made at the Contract price per structure, at the appropriate depth interval, which shall be compensation in full for all costs of constructing each unit complete-in-place as specified, including all required castings, special fittings, base or encasement, adjusting rings, excavation and backfill, and any appurtenant materials as specified for the structure or section.

ITEM	DESCRIPTION	UNIT
S100.545	CONSTRUCT STRUCTURE TYPE 4 (X inch) (0 FT TO 6 FT DEPTH)	EACH
S100.545	CONSTRUCT STRUCTURE TYPE 4 (X inch) (6 FT TO 10 FT DEPTH)	EACH
S100.545	CONSTRUCT STRUCTURE TYPE 4 (X inch) (10 FT TO 13 FT DEPTH)	EACH

S-35 (2503) OUTLET CONTROL STRUCTURES

This work consists of constructing three outlet control structures at the location shown in the plan, in accordance with the applicable Mn/DOT Standard Specifications, the details shown in the plan, and in accordance with The City of Rochester Standards for Street and Utility Construction:

S-35.1 **Metal reinforcement** shall conform to MnDOT Standard Specification 2472 and the applicable MnDOT material specifications.

S-35.2 **Measurement** shall be made by the number of pond outlet control structures of each structure constructed in-place as specified.

S-35.3 **Payment** shall be made at the Contract price per structure, which shall be compensation in full for all costs of constructing each unit complete-in-place as specified, including but not limited to all materials and labor necessary for the construction of the precast or cast-in-place structure as shown, riprap and galvanized grate.

ITEM	DESCRIPTION	UNIT
S100.545	CONSTRUCT STRUCTURE TYPE SPECIAL X	EACH

S-36 (2503) TYPE SPECIAL CASTING ASSEMBLY

This work consists of removal of existing casting assemblies and installation of new castings and grates as shown in the plans in accordance with the applicable MnDOT Standard Specifications and the following:

S-36.1 **Type Special 4** consists of removal of existing casting and installation of a City of Rochester Type 7 casting, conforming to the applicable MnDOT and Rochester specifications.

S-36.2 **Type Special 5** consists of removal of existing concrete cap structure and installation of an City of Rochester Type 8 casting, conforming to the applicable MnDOT and Rochester specifications.

S-36.3 **Payment** shall be made at the Contract price per type special casting assemblies constructed as specified. Payment will be under Item 2503.602 (Furnish & Install Casting Assembly) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to remove and dispose of the existing casting assembly or cap structure and install the new assembly. Any damage caused to the existing structure shall be repaired at no expense to the City and to the satisfaction of the Engineer.

ITEM	DESCRIPTION	UNIT
S100.545	FURNISH & INSTALL CASTING ASSEMBLY TYPE SPECIAL X	EACH

S-37 (2503) CONNECT TO EXISTING STORM SEWER

This work consists of constructing connections into existing storm sewers in accordance with the applicable MnDOT Standard Specifications and the following:

S-37.1 **Payment** will be made by the number of connections constructed as specified. Payment will be under Item 2503.602 (Connect to Existing Storm Sewer) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed drainage structure to

the existing storm sewer pipe. Any damage caused to the existing storm sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

S-38 (2511) RANDOM RIPRAP

Riprap shall be constructed in accordance with the provisions of MnDOT 2511, except as follows:

S-38.1 Furnishing and placing granular or geotextile filter material under the riprap shall be incidental to the riprap construction and no direct compensation will be made therefore.

S-38.2 **Payment** for the accepted quantities of random riprap at the Contract prices per unit of measure will be full compensation for all material and installation costs, including the costs of riprap at the size specified, preparation of the subgrade and filter material.

S-38.3

ITEM	DESCRIPTION	UNIT
2521.511/00030	RANDOM RIPRAP CL XX	CU YD

S-39 (2521) WALKS

This work consists of replacing bituminous trail and frontage road removed for sewer installation in accordance with the applicable Mn/DOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction:

S-39.1 **Bituminous Walk Reconstruction** shall be constructed per City of Rochester standard plate with a total of 3 inches of bituminous over 6 inches of class VII aggregate base.

S-39.2 **Payment** for the accepted quantities of pavement reconstruction at the Contract prices per unit of measure will be full compensation for all material and installation costs, including the costs of asphalt, gravel base material, and all preparation of existing subgrade.

ITEM	DESCRIPTION	UNIT
2521.511/00030	BITUMINOUS WALK	SQ YD

S-40 (2557) FENCING

Section 2557 is hereby supplemented to include the following:

S-40.1 All wood shall be Cedar, and shall be subject to approval by the Engineer.

S-40.2 Hardware shall be galvanized in accordance with the provisions of 3391 or 3392, as applicable.

S-40.3 Contractor to match the existing fence in style and function.

S-40.4 Split Rail Fence will be measured from end to end of the fence constructed, to the nearest foot. **Payment** will be made at the Contract unit price per foot, under item No. 2557.603 "Wooden Fence", which shall include all equipment, labor, and materials necessary to complete the work as specified.

ITEM	DESCRIPTION	UNIT
2557.603	WOODEN FENCE	LF

S-41 (2571) PLANT INSTALLATION

The provisions of MnDOT 2571 are hereby deleted and replaced with the following:

S-41.1 DESCRIPTION

This work consists of furnishing, planting and establishing trees of the species, variety, grade, size, or age, and root category specified, at the locations designated in the Plan

The Contractor shall comply with the current edition of the "Inspection and Contract Administration Manual for MnDOT Landscape Projects," published by the MnDOT Landscape Architecture Unit, as the measurable minimum and maximum criteria and standard for plant installation and establishments operations.

S-41.2 MATERIALS

A Nursery Plant Stock…… .....……3861

Plants of the species specified shall be furnished in the variety, grade, and size, or age indicated.

A1 Investigations and Supply of Planting Stock and Materials

By submitting a Proposal and accepting award of the Contract, in accordance with MnDOT 1205 (Examination of Plans, Specifications, Special Provisions, and Site of Work), the Contractor assures familiarity with the Project site and Contract documents, commitments from suppliers, and delivery of the plant stock and materials required to complete the Contract.

A2 Plant Stock and Materials Documentation

The required documentation shall verify that the plants are in conformance with the Project requirements.

(a) At or prior to the Preconstruction Conference, the Contractor shall furnish the Engineer with a MnDOT preliminary Certificate of Compliance for Plant Stock, Landscape Materials, and Equipment.

(b) At least one week prior to plant stock delivery to the Project, the Contractor shall furnish the Engineer with:

1) A copy of a valid nursery stock (dealer or grower) certificate registered with the Minnesota Department of Agriculture and/or a current nursery certificate/license from a state or provincial Department of Agriculture for each plant stock supplier.

2) A copy of the most recent Certificate of Nursery Inspection for each plant stock supplier.

3) Documentation certifying that all plant material shipped from out-of-state nursery vendors subject to state and federal quarantines (including but not limited to Emerald Ash Borers, Gypsy Moths and Japanese Beetles) is free from currently regulated pests. To determine if Minnesota vendors are subject to quarantines, call the MDA Supervisor of Nursery Inspection and Export Certification at 651-201-6388.

4) An updated Certificate of Compliance that is signed by the Contractor's authorized representative.

(c) Upon plant stock and materials delivery to the Project, the Contractor shall furnish the Engineer with:

1) Bills of lading or shipping documents for all plant stock and landscape materials delivered to the Project.

2) An updated and signed Certificate of Compliance, if necessary, to reflect any further deviations from Project requirements.

(d) As a condition for authorization of payments, the Contractor shall furnish the Engineer with vendor invoices or billing statements for all plant stock and materials used on the Project.

Work performed with plant stock, materials, and equipment that has been misrepresented in the documentation will be considered unauthorized work. If required documentation is not supplied as specified, subsequent work may be unauthorized and the Owner may assess a daily charge of $200.00, on a Calendar Day basis, until the Contractor is in compliance.

A3 Substitutions

Substitutions may be allowed in accordance with MnDOT 1605 (Substitute Materials). Before requesting substitutions, the Contractor shall provide written documentation that specified plants are not available (wholly or partially in sufficient quantities to meet Contract requirements) from the individual suppliers on the Partial List of Nursery Dealers and Growers in the most current "Inspection and Contract Administration Manual for MnDOT Landscape Projects." The Engineer, in consultation with the project designer, may authorize specific substitute plants or may extend the Contract time to ensure availability of the specified plants. The general requirements for substitutions will be equal to or better than the initially specified materials.

B Department Furnished Stock and Transplant Stock

Department furnished stock and transplant stock shall be obtained from sources designated in the Plan or Special Provisions.

C Incidental Materials and Work

Materials and work (whether specified, non-specified, replacement, or miscellaneous) that is considered incidental to payment for the individual plant installation pay items and for which no direct payment is made.

C1 Specified Incidental Materials and Work

The Contractor shall supply, install, and maintain specified incidental materials as required for plant installation and establishment in accordance with the Special Provisions, Plan and Standard Planting Details.

C2 Non-specified Incidental Materials and Work

The Contractor may supply, install, and maintain non-specified incidental materials for plant installation and establishment success in accordance with product labeling, manufacturer's instructions, and all applicable laws, regulations and ordinances.

C3 Replacement Materials and Work

Replacements consist of materials and work required in replacing unacceptable or missing plants, materials and incidental items in accordance with the Special Provisions, Plan and Standard Planting Details. Replacement materials and work shall be equal to or better than the initially specified materials and work.

C4 Miscellaneous Incidental Materials, Equipment and Work

Miscellaneous incidental materials, equipment, and work include mobilization, traffic control, protection and restoration of vegetation and property, layout and staking, soil cultivation, temporary erosion control, mowing, and application of herbicides, insecticides, fungicides, water and anything else necessary to install, maintain and establish the plants as specified and in a healthy, vigorous, and weed-free condition.

S-41.3 CONSTRUCTION REQUIREMENTS

A General

A1 Landscape Specialist

A Landscape Specialist, "Certified" by MnDOT, shall be on the Project site at all times to perform or directly supervise plant installation and establishment work. "Certified Landscape Specialist" documentation shall be supplied at or prior to the Preconstruction Conference. The "Certification" is obtained by completing a 1-day MnDOT Landscape Project Inspection and Administration training class and passing a written test administered by the MnDOT Landscape Architecture and Forestry Units. Full certification is valid for a period of 3 years and

provisional certification may be obtained for a period of 1 year by passing a test without completion of a training class.

A2 Notices by Contractor

The Contractor shall notify the Engineer at least 3 days prior to any planned deliveries of initial and replacement planting stock to the Project site to allow for inspection scheduling. The Contractor shall notify the Engineer at least 24 hours in advance of beginning or changing any distinct operations. The Contractor's notice must include the Project number, Engineer's name, notification date, intended dates and times for the operation(s), and the approximate location(s) where work is intended to begin. The Contractor shall provide notifications in writing by confirmable e-mail or facsimile transmission.

A3 Unauthorized Work and Penalties for Non-compliant Operations

Work performed without required and acceptable documentation and notifications, without supervision by a "Certified Landscape Specialist", without conducting required and acceptable competency tests, or in conflict with the working hours of MnDOT 1803 (Prosecution of Work) will be considered as unauthorized work. In the case of non-compliant operations, the Owner may assess a daily charge of $200.00, on a Calendar Day basis, until the Contractor is in compliance.

A4 Required Equipment

The Contractor shall provide equipment conforming to MnDOT 1805 (Methods and Equipment) and shall have the following available on the Project at all times:

(a) At least one portable compaction tester capable of measuring compaction in the soil to a minimum depth of 450 mm (18 inches).

(b) At least one soil recovery probe for assessment of soil moisture conditions.

(c) At least one tree caliper with measurement readings in inches.

B Preconstruction Work

Preconstruction Work involves:

1) Attending a Preconstruction Conference

2) Submitting all required preconstruction documentation.

3) Mobilizing for work on the site including the movement of equipment and supplies to the Project.

4) Protecting existing vegetation, resources, and property in accordance with the Plan, Special Provisions, and 1712 (Protection and Restoration of Property), 2031 (Field Office and Laboratory), 2557 (Fencing), and 2572 (Protection and Restoration of Vegetation).

C Staking Planting Holes and Beds

The planting locations and layouts shown in the Plan are approximate. The Contractor shall stake the exact locations and layouts for the Engineer's approval. To remedy unanticipated localized problems and seasonal conditions that may hinder plant establishment, the Contractor may request the Engineer's approval to relocate plantings, to make plant substitutions, or to modify soil or drainage characteristics in accordance with the Standard Planting Details and options shown in the Plan.

D Preparing Planting Holes and Planting Beds

The Contractor shall not work in planting hole and bed areas when soil moisture is greater than field capacity to prevent site compaction and damage.

D1 Utilities

The Contractor shall conform to 1507 (Utility Property and Service) before cultivating soil or excavating holes on the Project. The Contractor may request the Engineer's approval to relocate plantings to avoid unanticipated conflicts with utilities.

D2 Weed Control and Soil Cultivation

Herbicide application may begin in spring or fall and shall be applied to actively growing vegetation. Before cultivating individual planting hole and bed areas, the Contractor shall kill all turf and weed growth within the limits of all planting areas that will receive mulch in accordance with the following steps:

Step 1. Mow existing vegetation to no less than 75 mm (3 inches) at least one week prior to any herbicide spraying. Remove the cuttings. The vegetation shall be allowed to re-grow to a height of at least 100 mm (4 inches) and no more than 200 mm (8 inches) prior to applying the herbicide.

Step 2. At least 3 days prior to herbicide application, submit labels of all intended herbicides and a copy of a valid MN Pesticide Applicator License (Categories A & J are required) to the Engineer.

Step 3. Spray and kill all turf and weeds (top growth and roots), within designated areas only, using a non-selective, non-residual post emergence herbicide containing 41% glyphosate as the active ingredient. Personnel licensed by the Minnesota Department of Agriculture and experienced in the use of chemical pesticides shall perform the work in accordance with the manufacturer's instructions and recommendations. The herbicide shall be applied to dry foliage on actively growing vegetation. The application shall be made in August or early September preceding a specified fall or spring Plant Installation Period (PIP), or in late April or early May if August or September application is not possible for the spring PIPs that are typically specified. If precipitation occurs within 6 hours after herbicide application, the Contractor may need to re-apply herbicide.

Step 4. Prior to proceeding with soil cultivation work and to the satisfaction of the Engineer, the Contractor shall schedule and perform a "Competency Test". A satisfactory "Competency Test" must demonstrate acceptable soil cultivation , incorporation of soil additives, compaction levels, and soil drainage in one planting bed area and one individual tree planting area.

Step 5. Prior to placing specified soil additives, deep cultivate the planting hole and bed areas by thoroughly loosening the soil to a minimum depth of 300 mm (12 inches) and a compaction level of not more than 1400 kPa (200 psi) to this depth, as measured from the finished grade elevation of the soil. Use of a spading machine shall be required to uniformly de-compact, loosen, and cultivate roadside planting soils to the required thresholds without causing differential zones of hardpan and excessively compacted soil. The Engineer may approve other equipment if requested by the Contractor to address site constraints. Planting hole cultivation will not be required for machine moved tree transplanting (hydraulic spade-type) other than loosening the soil outside the soil ball perimeter in accordance with the Standard Planting Details in the Plan.

Step 6. Unless otherwise specified, add 100 mm (4 inches) of Grade 2 compost, in accordance with 3890 (Compost) and other specified soil additives, over the cultivated planting hole and bed areas and thoroughly incorporate it to a minimum depth of 300 mm (12 inches) as measured from the finished grade elevation of the soil.

Step 7. Use a compaction tester to ensure that compaction, in the planting hole and bed areas, does not exceed 1400 kPa (200 psi) to a minimum depth of 400 mm (16 inches). If it becomes evident that the Contractor's operations have resulted in zones of hardpan or excessively compacted soil, the Contractor shall repeat the deep cultivation step or shall de-compact the subsoil in accordance with 2105.3G (Finishing Operations, Compaction Correction) and specific to requirements for turf establishment areas. This work shall be provided at no expense to the Department.

Step 8. The Contractor shall be responsible for ensuring adequate drainage in the planting hole and bed areas. When the Contractor has reason to suspect a drainage problem, they shall perform a percolation test by filling a 400 mm (16") deep planting hole with water and measuring the time it takes for the water to drain from the hole. Adequate drainage will be considered equal to or greater than a percolation rate of 12 mm (1/2") per hour. In the case of inadequate drainage, the Contractor shall be responsible for requesting approval from the Engineer to either relocate or delete affected planting locations or to proceed with Extra Work by using one or a combination of the Planting Details for Poorly Drained Soils as shown in the Plan.

Step 9. Temporary erosion control measures shall be applied in accordance with the NPDES permit, SWPPP notes, and 2573 (Storm Water Management). Type 6 wood chip mulch may be used at a depth of no

more than 25 mm (1 inch) for temporary erosion control in prepared planting bed areas.

D3 Wet Soils, Rock, and Debris

If excessively wet soils, bedrock, or excessive quantities of boulders and construction debris are encountered, the Contractor may request the Engineer's approval to relocate or delete plantings or to modify soil or drainage characteristics in accordance with the alternative options in the Standard Planting Details shown in the Plan.

E Delivery and Storage of Plants

The Engineer will provide for inspection and acceptance of plant stock delivered to the Project in accordance with the "Inspection and Contract Administration Manual for MnDOT Landscape Projects" and 3861 (Plant Stock) prior to installation.

Plant stock shall be installed on the day of delivery to the Project site unless temporary storage methods are employed. Prior to being installed, the roots of all plants shall be kept completely covered with a moisture-holding material (wood chips, straw, sawdust, moss, or soil) that is kept thoroughly and continuously moist and protect from drying winds, direct sunlight, excessive heat, freezing, low humidity, inadequate ventilation, and animal or human harm.. Plants with damage, that has occurred or has been discovered during temporary storage, will become unacceptable. Plants shall not remain stored from one planting season to the next.

E1 Pruning - Top Growth and Roots

Immediately prior to planting, the Contractor shall prune, as necessary, the roots of bare root plants (except seedlings) and the top growth of deciduous plants. Broken or badly bruised roots and dry root tips shall be cut back to sound, healthy tissue. Pruning shall be employed to remove dead, rubbing, damaged, diseased and suckering branches and to improve plant symmetry, structure, and vigor. Coniferous trees and shrubs shall be pruned only to the extent of removing damaged growth or a competing leader.

The Contractor shall use good horticultural practices in accordance with the "Inspection and Contract Administration Manual for MnDOT Landscape Projects" and the Standard Planting Details in the Plan.

The Contractor shall not prune oak trees during the oak wilt season (April, May, June, and July) to prevent the spread of oak wilt disease. Any accidental cuts or wounds to oaks shall be immediately treated with a wound dressing in accordance with the Standard Planting Details in the Plan. The Contractor shall have wound dressing material on the Project at all times during the oak wilt season.

E2 Buried Root Flares

Container grown and balled and burlapped plant stock will be considered unacceptable if furnished with more than 100 mm (4 inches) of soil depth above the root flare. Plants furnished with 100 mm (4 inches) or less excess soil above

the root flare may be acceptable if the excess soil can be removed without damaging the root system of the plants.

E3 Excessive Roots

Reject containerized or balled and burlapped plants with roots extending 4 inches or more beyond the container or burlap.

F Installation of Plants

F1 General

(a) Prior to proceeding with plant installation work and to the satisfaction of the Engineer, the Contractor shall schedule and perform a “Competency Test” demonstrating acceptable plant installation methods (in accordance with the Plan and Standard Planting Details) for each plant pay item and root category applicable to the Project. The test shall include handling plants, digging holes and beds, installing plants, initial watering, installing applicable protection materials, and mulching.

(b) Prior to digging planting holes, the Contractor shall rake temporary erosion control wood chip mulch off all prepared planting areas to prevent wood chip contamination of the planting soil in the holes. Wood chip mulch, used as temporary erosion control, may be re-spread around plants in up to a 25 mm (1 inch) depth following plant installation if newly provided and acceptable Type 6 mulch is applied over the top to the depth specified in the Standard Planting Details in the Plan.

(c) The Contractor shall dig all planting holes to the configuration and minimum dimensions shown in the Standard Planting Details in the Plan but shall not work in planting holes and beds when soil moisture is greater than field capacity.

(d) The Contractor shall be responsible for ensuring adequate drainage in the planting hole and bed areas. When the Contractor has reason to suspect a drainage problem, they shall perform a percolation test by filling a 400 mm (16”) deep planting hole with water and measuring the time it takes for the water to drain from the hole. Adequate drainage will be considered equal to or greater than a percolation rate of 12 mm (1/2”) per hour. In the case of inadequate drainage, the Contractor shall be responsible for requesting approval from the Engineer to either relocate or delete affected planting locations or to proceed with Extra Work by using one or a combination of the Planting Details for Poorly Drained Soils as shown in the Plan.

F2 Individual Plant Stock Types and Installation Requirements

The Contractor shall install plants in conformance with the steps and requirements shown in the Standard Planting Details in the Plan and specific to each individual Plant Stock type.

G Watering

At all times during the Plant Installation Period, the Contractor shall have sufficient watering equipment and forces available to completely water all plants as often as necessary to maintain adequate but not excessive soil moisture in the root zones.

Within 2 hours of installation, each plant's backfill soil will be thoroughly saturated with water. After settling, the Contractor will provide additional backfill as needed to fill in the voids.

H Mulch

Planting bed soils shall be fine graded and leveled with hand tools prior to placing mulch. Mulch material shall be placed as shown in the Standard Planting Detail in the Plan no later than seven days after plant installation. Placement of mulch that is contaminated with soil or other materials and inconsistent with the requirements of MnDOT 3882 (Mulch Materials) will be considered unacceptable and shall be removed from the Project.

I Protection of Installed Trees

The Contractor shall use protective materials to better ensure healthy growth and survival of installed trees.

I1 Staking and Guying

(a) Unless staking and guying is required in the Plan, the Contractor shall only stake and guy trees when necessary to maintain the trees in a plumb condition. Circumstances that may warrant staking and guying include excessive soil moisture, light-textured soil, steep slopes, exposure to excessive wind, and the likelihood of vandalism. Staking and guying shall be installed in accordance with the Standard Planting Details in the Plan.

(b) The Contractor shall remove all staking and guying within 1 year of initial installation.

I2 Rodent Protection

The Contractor shall place rodent protection around all deciduous, pine and larch trees in accordance with the Standard Planting Details in the Plan unless specified otherwise.

I3 Tree Wrapping

In lieu of tree painting shown on the Standard Planting details, the Contractor shall install Plantra® Tree Tubes or approved equal. Stake tree tubes inplace with oak stakes.

J Cleanup and Restoration Work

Cleanup and restoration work shall be accomplished on an ongoing basis and as the final step of the initial planting operations. The Contractor shall:

(1) Remove all excess materials and debris from the Project.

(2) Repair turf in all disturbed areas or with seed mixes as specified in the Plan or to match in place turf.

(a) Immediately prior to sowing seed or laying sod, prepare soil as specified in 2575.3B (Soil Preparations). Use a compaction tester to verify soil compaction does not exceed 1400 kPa (200 psi) to a minimum depth of 300 mm (12 inches). If the Contractor's operations create a hardpan or excessively compacted soil, the Contractor shall conduct subsoiling operations in accordance with 2105.3G (Finishing Operations, Compaction Correction) to reduce the compaction. This work shall be provided at no expense to the Department.

(b) Uniformly broadcast a Type 4 Natural Base fertilizer (3881.2B4) at a rate so Nitrogen is applied at a rate of 43 pounds per acre.

(c) Lay sod or uniformly broadcast seed at 1.5 times the rate specified in Table 2575-1, Seed Mixture Application Rates. Seed shall be in accordance with the requirements of 3876 (Seed) and seeding shall occur in accordance with Table 2575-2, Season of Planting.

(d) Rake and firm the seeded areas to ensure seed/soil contact.

(e) Broadcast or disc anchor Type 1 mulch in all seeded areas. Install Erosion Control Blanket, Category 2 on all seeded areas with slopes 1:3 and greater.

(3) Install erosion control measures as necessary to prevent erosion.

K Plant Establishment Period

K1 Establishment Period

A Plant Establishment Period (PEP), of at least 2 calendar years, begins on the date on which all of the initial planting operations on the Project have been satisfactorily completed and continues until final acceptance of the Project, unless specified otherwise.

K2 Establishment Work

The Contractor shall keep plants in a healthy growing condition, using good horticultural practices, continuously throughout the establishment period and shall submit MnDOT Landscape Contractor Scouting reports in accordance with K2a(1). Plant establishment work shall be performed regularly throughout the growing seasons (April through October) and as necessary during the dormant seasons (November through March). The Engineer may use random inspection throughout the Plant Establishment Period to verify compliance. If plants are not maintained as required and/or the reports are not submitted as required, the Contractor will be considered non-compliant.

The Engineer may assess a daily charge of $200.00 for non-compliance, on a calendar day basis, until the Contractor achieves compliance.

K2a All Plants

In plant establishment work, the Contractor shall:

(1) Scout to assess the condition of the plants and the planting site and any factors that may influence a plant's health, vigor, and establishment success. The Contractor shall scout these conditions at least every two weeks during the growing season and at least every month during the dormant season.

(2) The Contractor shall submit a written scouting report to the Engineer, via e-mail, by the 1st and 15th of each month during the growing season (April through October) and by the 1st of each month during the dormant season (November through March). The report frequency and content will be used by the Engineer to assess plant establishment compliance. The report shall include the Project number; Engineer's name; name of Contractor's responsible scout or representative; date(s) any work was performed; work location(s); work completed; prevailing weather conditions; soil moisture assessments; insect, animal, vehicular, weather or other damage; disease problems; treatment recommendations and assessment of overall plant conditions including weed competition and control. The report may include scanned copies of the Plan sheets with the Contractor's notes and/or copies of the report form found in the "Inspection and Contract Administration Manual for MnDOT Landscape Projects".

(3) Maintain adequate (but not excessive) soil moisture in conformance with 2571.3G and watering guidelines shown in the Plan's Standard Planting Details.

(4) Repair, adjust, or replace staking and guying, mulch material, planting soil, rodent protection, tree wrapping, and other incidental items in conformance with the Plan.

(5) Maintain healthy, vigorous plants free from harmful insects, fungus, and disease.

(6) Remove dead, dying, and unsightly plants. Furnish and install replacement plants in accordance with 2571.2K2b

(7) Maintain plants in a plumb condition at the appropriate planting depth.

(8) Maintain all planting areas in a weed-free condition.

(a) Remove all weeds (top growth and roots) within the mulch limits by hand pulling (pre-watering is advised). Ensure weeding operations do not contaminate the mulch or project with weed seed, weed-laden soil or propagating weed parts. Remove all State and County-regulated noxious weeds to at least 900 mm (3 feet) beyond the

mulch limits. Remove all weed parts or weed-laden materials from the Project in such a manner as to avoid the spread of weed infestations.

(b) Spray application of chemicals for weed control in the mulched planting areas will not be permitted during the plant establishment period. A non-selective, non-residual post emergence herbicide containing 41 percent glyphosate, as the active ingredient, may be applied with a surfactant on a spot treatment basis with a brush or wick applicator. A broad-spectrum dichlobenil based granular (pre-emergent) herbicide may also be applied, in conformance with product labeling and manufacturer's recommendations, to try and further residual weed control.

(c) Weed whipping and weed clipping will not be accepted as weed control.

(d) Mow turf bands around and to at least 900 mm (3 feet) beyond the mulch limits and to a height no shorter than 100 mm (4 inches) whenever turf height exceeds 230 mm (9 inches) adjacent to the mulched planting areas.

(e) Mow all areas of turf that are installed as part of the Project requirements when the growth exceeds a height of 500 mm (18 inches). Mow to a height of 150-300 mm (6 -12 inches). It is anticipated that mowing may be necessary as early as June and as late as September. The Contractor shall control State and County-listed noxious weeds at all times.

(9) Prune to remove dead, rubbing, damaged or diseased branches, unwanted suckers, and to improve plant form and structure.

(10) Prevent or repair rutting and any other damage that may lead to soil erosion and weed infestation.

(11) Perform plant establishment operations consistent with proper plant care and horticultural practices.

(12) Remove all excess material, obsolete temporary erosion control devices, and debris from the Project.

K2b Replacement Requirements

Within the first year of the 2-year plant establishment period, the Contractor is responsible for determining which plants need to be replaced based upon compliance with Project requirements. The Contractor shall conduct any plant replacement operations during the month of May within the first year of the plant establishment period. At least one week prior to anticipated plant replacements, the Contractor

shall submit a summary report of proposed plant replacements to the Engineer. The report shall include, by attachment, copies of plan sheets with the proposed replacement quantities and locations clearly identified and a MnDOT Certificate of Compliance for all Plant Stock, Landscape Materials, and Equipment. The Contractor shall also clearly mark the plants to be replaced with brightly colored paint in the field.

The Contractor shall, at no extra expense to the Department replace dead, defective, or missing plants and all incidental materials in accordance with initial installation requirements, including those lost due to accidents, vandalism, theft, rodent damage, damage caused by Contractor, or as ordered by the Engineer. Replacement plants and incidental materials shall be equal to or better than the initially specified material.

When less than a full year remains in the plant establishment period, the Contractor shall not replace plants unless the plant establishment period is extended by a Supplemental Agreement or Change Order to provide for at least one full year of establishment care.

L Acceptance of Work

For acceptance at full payment, each plant shall meet all specified requirements, including the criteria listed in the current edition of the "Inspection and Contract Administration Manual for MnDOT Landscape Projects".

L1 Acceptance of Preconstruction Work

The Engineer will accept the preconstruction work after the Contractor has: secured commitments for required materials (MnDOT Certificate of Compliance for Plant Stock, Landscape Materials, and Equipment), participated in a Preconstruction Conference, obtained the Engineer's approval for the progress schedule, moved equipment and supplies to the Project site, and provided for protection of existing plants if necessary.

L2 Acceptance of Preparation of Planting Holes and Beds

The Engineer will accept the preparation of planting holes and beds after the Contractor has satisfactorily completed a competency test and all other specified staking, initial weed control, soil cultivation with incorporation of additives, and temporary erosion control work.

L3 Acceptance of Initial Planting Operation

The Engineer will provisionally accept initial planting operations based upon 1) satisfactorily completed competency test, 2) installation of all individual plants, 3) all incidental material and work items (initial watering, tree protection materials, mulching, etc.) required as part of the initial planting operation.

L4 Final Acceptance

As a condition for terminating the plant establishment period and conducting the final inspection, the Engineer may require the Contractor to bring the plant establishment work into compliance.

On or about the date on which the plant establishment period is terminated, the Engineer will make a final inspection of the Project. The Engineer will make a determination as to which plants will be accepted for payment at the Contract unit prices, at a reduced payment, or at no payment.

Upon final acceptance, the Contractor will not be required to provide any further care for the plantings.

Final acceptance will be made upon completion of the 2 year plant establishment period and a final inspection of the completed Project.

S-41.4 METHOD OF MEASUREMENT

All plants will be measured separately by the number of acceptable plants for each bid item as listed in the Payment Schedule.

A Payment Schedule

Payment for plant installation and establishment will be made on the basis of the following schedule:

ITEM	DESCRIPTION	UNIT
2571.502	SWAMP WHITE OAK, 1.5” CAL CONT.....	tree
2571.502	SERVICEBERRY, 1.5” CAL CONT	tree

S-41.5 BASIS OF PAYMENT

Payment for plant installation and establishment, at a percentage of the Contract price per item unit of measure, will be compensation for all costs relating to furnishing, installing, and maintaining, the required plants and associated incidental materials as specified and shown in the Plan.

If the Engineer requires additional materials and work beyond that specified or shown in the Contract, the Contractor will receive compensation for the additional materials and work as Extra Work.

A Initial Payment

Initial payment of up to but not exceeding 70 percent of the Contract unit price will be paid in partial payment amounts for satisfactory completion of the following work:

A1 Preconstruction Work

Up to but not exceeding 10 percent of the Contract amount for the plants to be planted.

A2 Preparation of Planting Holes and Beds

Up to but not exceeding 15 percent of the Contract amount for the plants to be planted.

A3 Initial Planting Operation

Up to but not exceeding 45 percent of the Contract amount for the plants planted.

B Interim Payment

At the end of the first calendar year of the plant establishment period, and upon assessment of the Contractor's work and satisfactory compliance with the plant establishment requirements, the Engineer may authorize up to, but not exceeding, 15 percent of the Contract price, per item unit of measure, as an interim partial payment for the plants planted. The Engineer will not authorize an interim partial payment if the Contractor has not maintained satisfactory compliance with the plant establishment requirements.

C Final Payment

Final payment will be made after final inspection and final acceptance of the completed Project at the end of the plant establishment period. Final payment may involve full payment, reduced payment, or no payment for the individual plants.

The amount of the initial and interim payments will be deducted from the final payment to the Contractor.

Any percentage of initial and interim payment that is withheld may continue to be withheld from the final payment.

Any assessments charged during the Contract period will not be reimbursed at final payment.

If the final voucher shows that the total of all initial and interim payments made exceeds the total amount due the Contractor, the Contractor shall promptly refund the overpayment. Final payment shall conform to MnDOT 1908 (Final Payment).

C1 Full Payment

Full payment up to 100 percent of the Contract unit price will be made for the individual plant that is acceptable at final inspection if the Contractor has met the following requirements:

(a) Acceptance of the preconstruction work.

(b) Acceptance of the preparation of the planting hole or bed.

(c) Acceptance of the initial planting operations.

(d) Satisfactory compliance with all plant establishment work requirements and the plant has received the minimum of 2 years of acceptable plant establishment care or, in the case of a replacement plant, the replacement plant has received the minimum of 1 year of acceptable plant establishment care.

C2 Reduced Payment

Reduced payment for the individual plant, at up to a percentage of the Contract unit price or at no payment, will be made in accordance with TABLE 2571-1.

TABLE 2571-1. Plant Installation and Establishment Condition of Acceptance

Condition of Acceptance	Total Payment Percentage
The plant is acceptable upon final inspection and the work: ○ met initial installation requirements and ○ was in compliance with all plant establishment requirements upon final inspection but was not kept in compliance throughout the plant establishment period.	85%
The plant is acceptable upon final inspection and the work: ○ met initial installation requirements but ○ was not in compliance with the plant establishment requirements upon final inspection.	70%
The plant is acceptable upon final inspection and the work: ○ was discovered to be out of compliance with vegetation protection or plant installation requirements.	Payment to the extent the Engineer determines acceptable for compensation.
The plant is not acceptable upon final inspection but the work: ○ met initial installation and subsequent plant establishment requirements.	40%
The plant is not acceptable upon final inspection and the work: ○ was discovered to be out of compliance with initial installation requirements or was out of compliance with plant establishment requirements.	0 %

S-42 (2572) PROTECTION AND RESTORATION OF VEGETATION

The provisions of MnDOT 2572 are supplemented and/or modified with the following:

S-42.1 The first paragraph after MnDOT 2572.3A(5) under Protecting and Preserving, is revised to read as follows:

The Contractor shall not place temporary structures, store material, or conduct unnecessary construction activities within a distance of 8 m (26 feet) outside the dripline of trees designated to be preserved without approval from the Engineer.

S-42.2 The second paragraph of MnDOT 2572.3A2 Clean Root Cutting, is revised to read as follows:

The Contractor shall immediately and cleanly cut damaged and exposed roots. Trees designated for protection shall have damaged roots cut back to sound healthy tissue and shall have topsoil immediately placed over the exposed roots. The Contractor shall immediately cover root ends that are exposed by excavation activities with 150 mm (6 inches) of topsoil as measured outward from the cut root ends. Exposed cut oak roots shall be immediately (within 5 minutes) treated with a wound dressing material consisting of latex paint or shellac. The Contractor shall limit cutting to a minimum depth necessary for construction and shall use a vibratory plow or other approved root cutter prior to excavation.

S-42.3 The third sentence of MnDOT 2572.3A8 Destroyed or Disfigured Vegetation, is revised to read as follows:

The Engineer will assess damages of trees and landscaping at not less than the appraisal damages as determined by the current edition of the "Guide for Plant Appraisal – Council of Tree and Landscape Appraisers" published by the International Society of Arboriculture.

S-42.4 Temporary fencing for tree protection and in other areas as shown in the plans shall be placed prior to commencing construction in the area and remain in place until construction is completed.

S-42.5 MEASUREMENT AND PAYMENT

Measurement and payment for Item 2572.501 'Temporary Fence' shall be by the lineal foot. Any replacement components as may be necessary to maintain the temporary fencing in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

ITEM	DESCRIPTION	UNIT
2572.501	TEMPORARY FENCE	LF

S-43 (2573) TEMPORARY EROSION CONTROL

Temporary Erosion Control and Turf Establishment shall be performed in accordance with the provisions of Mn/DOT Section 2573 except as modified below:

S-43.1 **Perimeter Control:** shall be installed prior grubbing to control sediment from leaving the project limits, and entering a critical resource. This work shall include furnishing, installing, and removing silt fence in accordance with the City of Rochester Standard Details and the applicable Mn/DOT Standard Specifications.

S-43.2 **Inlet Protection**: shall be furnished and installed on all inlets discharging to surface water. Inlets in rough graded areas need protection to keep any sediment from being transported to a Water of the State, or filling up the pipes with sediment. Inlet protection is shown in the plans by type; see specification 3891. Devices approved by the MN/Department's Erosion Control Engineering Unit and on file on the web under the Materials Engineering Section's Approved Products List can be furnished as meeting this specification requirement.

S-43.3 **Ditch Checks**: shall be furnished and installed in locations shown in the plans. Biorolls, as found in City of Rochester Standard Details, shall be installed to prevent erosion.

S-43.4 **Temporary Rock Construction Entrance** This work consists of furnishing, installing, maintaining, and removing temporary rock construction entrances as required by permit or as directed by the Engineer, with the purpose of reducing the amount of solids tracked by construction vehicles from the site to surfaces outside the site where runoff can carry the solids to stormwater discharge.

Bidders are advised that payment for furnishing and installing temporary erosion control set forth in the foregoing area is for the initial installation and removal only. Any replacement components as may be

necessary to maintain the temporary erosion control devices in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

ITEM	DESCRIPTION	UNIT
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF
2573.530	STORM DRAIN INLET PROTECTION	EACH
2573.540	FILTER LOGS (CITY TYPE 2 DITCH CHECK)	LF
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH

S-44 (2575) EROSION STABILIZATION MAT

The Contractor shall furnish and install Erosion Stabilization Mat per MnDOT 2575, MnDOT 3888, and the following:

S-44.1 Follow all manufacturer's written recommendations for handling and installing the erosion stabilization mat.

S-44.2 Placement of the mat, seed, fertilizer, topsoil and erosion control blanket shall take place in a continuous operation so as to minimize the amount of time soil is exposed.

S-45 (2575) TURF ESTABLISHMENT

2575 – Turf Establishment

Section 2575 is hereby supplemented and amended by the following:

S-45.1 All disturbed areas, including borrow areas, shall be seeded or sodded.

S-45.2 MATERIALS

The seed shall conform to the requirements of Specification 3876.

Fertilizer 10-0-20 shall be spread at the rate of not less than 300 pounds per acre on areas to be seeded or sodded.

S-45.3 CONSTRUCTION REQUIREMENTS

The Contractor shall make, at no cost to the Owner, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs of this Contract. The Contractor shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of lawns and planted areas as may be required to complete the work as specified. Water shall be considered incidental to the cost of turf establishment.

Where the Contractor has exceeded construction limits or where, in the opinion of the Engineer, the Contractor has excessively damaged adjacent property due to carelessness or negligence, such areas shall be restored with no additional compensation therefor.

S-45.4 MAINTENANCE AND ESTABLISHMENT

All seeded areas shall be protected and maintained by watering, mowing and replanting as necessary for a minimum of 60 days after sodding or seed germination, and as much longer as is necessary to establish a uniform stand of the specified seed mixes and until final acceptance. Installation and maintenance of temporary fence, signage, and other barricades warranted to limit pedestrian trail use during turf establishment is the responsibility of the Contractor.

Scattered bare spots, none of which is larger than one square foot, will be allowed up to a maximum of 3-percent of any seeded area. Grass will be mowed whenever the grass reaches an average height equal or greater than three-inches to a height of 2-1/4 inches. Should weeds become established in the seeded or sodded areas before final acceptance, the Contractor shall apply an appropriate herbicide for the weed species. Herbicide use shall be subject to approval by the Owner.

If any portion of the surface becomes gullied, trampled or otherwise damaged, including vandalism and neglect, after any area has been sodded or seeded, the affected portion shall be repaired to re-establishment condition of the grade prior to sodding or seeding as originally specified. This work shall include any reseeding necessary due to lack of germination.

S-45.5 MEASUREMENT AND PAYMENT

Measurement and payment for Item 2575.501 ‘Seeding’ shall be by the acre. The price shall be full compensation for all labor, materials and costs of seeding, as specified including but not limited to, seeding, fertilizing, mulching, watering, repairs, reseeding and maintenance and establishment of the native grasses and turf.

Measurement and payment for Item 2575.502 ‘Seed Mixture’ shall be by the pound. The price shall be full compensation the material costs for each seed specified.

Measurement and payment for Item 2575.505 ‘Sodding type Lawn’ shall be by the square yard. The price shall be full compensation for all labor, materials and costs of sod establishment, as specified including but not limited to, installation, fertilizing, watering, repairs, resodding and maintenance and establishment.

Measurement and payment for Item 2575.523 ‘Erosion Control Blanket Category 3’ shall be by the square yard. The price shall be full compensation for all labor, materials and costs of the materials, installation, repairs, reseeding and maintenance.

ITEM	DESCRIPTION	UNIT
2575.501	SEEDING	AC
2575.502	SEED MIXTURE SPECIAL XX (Mix XX-XXX)	LB
2575.502	SEED MIXTURE 260	LB
2575.505	SODDING TYPE LAWN	SQ YD
2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD

S-46 (2575) EROSION STABILIZATION MAT (CELLULAR CONFINEMENT SYSTEM)

The provisions of MnDOT 2575 are hereby modified and/or supplemented with the following:

2575.1 DESCRIPTION

A General

This work will consist of all labor, material and equipment necessary to furnish and install a cellular confinement system with a topsoil crushed aggregate mulch infill material to support vegetative life on slope varying from 1:2 (vertical to horizontal) to 1:3 for slope protection as shown in the plans, as recommended by the manufacturer, as directed by the Engineer, and specified herein.

2575.2 MATERIALS

A Manufacturers

The Contractor shall provide the Engineer with all relevant material and installation information, as described in "Submittals" section of this special provision for review and approval prior to installation on this Project. No compensation will be given for ordering and/or installing any proprietary cellular confinement system component without written approval from the Engineer.

B Material Properties

The cellular confinement system shall conform to the applicable MnDOT material specifications.

B1 Sizing:

Nominal individual cell depth shall be 6 inches. Other cellular dimensioning, including cell size, cell area, number of cells per section, expanded cell area, and weld spacing shall be per the manufacturer's recommendations for the specific slope, infill material, and subgrade soil material for each application.

B2 Material Properties:

1. Material: Virgin, non-thermally degraded, high-density polyethylene (HDPE) stabilized with carbon block.
2. Polymer Density, ASTM D 1505: 0.95 – 0.965 g/cm^3 (58.4 – 60.2 lb/ft^3).
3. Environmental Stress Crack Resistance, ASTM D 1603 >5,000 hours.
4. Minimum Carbon Black Content, ASTM D 1603: 1.5 percent by weight.
5. Nominal Sheet Thickness, ASTM D 5199: 1.25 mm (50 mils) plus 10 percent, minus 5 percent if smooth or 1.5 mm (60 mils) plus 10 percent, minus 5 percent if textured.

6. If textured, the polyethylene strip shall be textured with a multitude of rhomboidal (diamond shape) indentations. The rhomboidal indentations shall have a surface density of 22 to 31 per cm^2 (140 to 200 per in^2).
7. Seam Peel Strength shall be according to the selected cell depth according to USACE Technical Report GL-86-19, Appendix A (480 pounds for cell depth equal to 6.0 inches).
8. Seam Hang Strength: 102-mm (4.0-inch) weld joint supporting load of 72.5 kg (160 pounds) for 30 days minimum or for 7 days minimum while undergoing temperature change from 23 degrees C (74 degrees F) to 54 degrees C (130 degrees F) on 1-hour cycle.
9. Color: black.

B3 Anchorages and Integral Components:

The maximum proposed design slope is not steeper than 1:2 (vertical to horizontal). Depending on the selected manufacturer, the cellular confinement system may require anchorages, tendons, clips, keys, or other fastening systems. The final determination will be made upon review of the shop drawings submitted for approval as indicated in this section. Should it be determined that anchorages are needed, they shall adhere to the following requirements:

1. Material with sufficient strength to support and anchor the system.
2. Length: Minimum of 3 times the cell depth.

B4 Infill Material:

Infill material shall be 'topsoil,' seed mix, and fertilizer or 3,882 Type 9 aggregate, mulch, mulch shall be crushed, as indicated in the drawings.

B5 Other Geosynthetic Components:

Nonwoven geotextile mat underlayment according to the requirements of 3733 Type III.

B6 Erosion Control Blanket (ECB)

ECB shall be 3885 as indicated in the drawings)

C Submittals

1. Product Data: Submit manufacturer's product data and installation instructions.
2. Shop Drawings: Submit manufacturer's shop drawings, indicating dimensions, cell depth, slope stability computations, and system components.
3. Certificate of Compliance: Submit manufacturer's certificate of compliance indicating the cellular confinement system comply with specified requirements.
4. Warranty: Submit manufacturer's standard warranty.

D Quality Assurance

1. Manufacturer's Field Representative Qualifications: Experienced in cellular confinement system installation.
2. Installer's Qualifications: Experienced in cellular confinement system installation.
3. Pre-installation Meeting: Convene pre-installation meeting 2 weeks before start of

installation of the cellular confinement system. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, installer, and manufacturer's representative. Review preparation, installation, and coordination with other work.

2575.3 CONSTRUCTION REQUIREMENTS

A Delivery, Storage and Handling

1. Delivery: Deliver materials to site in manufacturer's original, unopened pallets and packaging, with labels clearly identifying product name and manufacturer.
2. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions.
3. Handling: Protect materials during handling and installation to prevent damage.

B Preparation

1. Prepare site by removing vegetative cover, debris, and unacceptable soils from area where system will be installed.
2. Replace removed soils with acceptable materials.
3. Complete earthwork, including toe-in trenches when required for slope or channel lining applications.

C Installation

1. Install geocells in accordance with manufacturer's instructions at locations indicated on the drawings.
2. Anchor geocell sections as necessary to resist sliding due to gravitational forces and sheet flow.
3. Ensure top edges of adjoining cell walls are flush with each other and in proper alignment.
4. Deliver infill material to geocells from top of slope or channel to bottom in accordance with manufacturer's instructions.
5. Limit drop height of infill material to a maximum of 1 m (3 feet) to prevent damage to geocells.
6. Overfill expanded geocell sections by 25 to 50 mm (1 to 2 inches) to allow for settling and compaction, when using granular infill materials.

2575.4 METHOD OF MEASUREMENT

The Department will measure bid items with square yard as the unit of measure by the square yard of acceptably completed, measured along the surface area of the element.

2575.5 BASIS OF PAYMENT

Payment shall be made under item 2575.604 (Erosion Stabilization Mat) at the Contract bid price per square yard which shall be compensation in full for all labor, materials, equipment and other incidentals necessary to complete the work as specified, including, but not limited to, subgrade preparation, anchorages and attachments. Infill material is paid for under topsoil and rock mulch pay items.

S-47 (3876) SEEDING

The provisions of MnDOT 3876 are supplemented and/or modified with the following:

S-47.1 The second paragraph of MnDOT 3876.1 is hereby deleted and replaced with the following:

Pure live seed (PLS) is the percent of seed germination plus dormant and/or hard seed times the percent of seed purity of each species divided by 100.

S-47.2 MnDOT 3876.2A General Requirements is hereby deleted and replaced with the following:

A General Requirements

All seed lots shall conform to the latest seed law of the State (Minnesota Statutes 21.80-21.91, last revised 8/2/06), and any applicable federal regulations, including those governing labeling and weed seed tolerances. Seed lots sold or offered for sale in the state of Minnesota are subject to inspection, sampling, and testing for verification of label claims and compliance with the Minnesota Seed Law by the Department of Agriculture (M.S. 18J.04). Tolerances for germination and purity factors will be applied as established in Rules 1510.0050, 1510.0060, 1510.0070, 1510.0080, 1510.0090 and 1510.0100 to seed lots sampled and tested by official methods. For all seed used in MnDOT mixes or projects, tests for viability (including germination and TZ tests) are valid for 12 months from the test date, exclusive of the month the test was completed. Seed shall be installed while tests are still valid.

All legume seed, including native legumes, shall have been pre inoculated with the proper bacterial culture for the species being inoculated and with the bacteria culture designed for this purpose (pre-inoculation), in the manner and within the time specified by the manufacturer.

A1 Labeling

Contractor shall supply seed that is labeled according to the labeling requirements for agricultural seed as set forth in the Minnesota Seed Law, section 21.82. The contractor shall supply seed that also contains the following information:

a) County of genetic origin for each native component (List at least two counties for germplasm comprising accessions from multiple counties)

b) PLS percent for each mix component (Purity x Total Germination and Hard or Dormant Seed/100) for each mix component **(For PLS component of mix's)**

c) Total PLS weight for the bag. The tag shall identify this as the pay item. **(For PLS component of mix's)**

d) Total bulk weight for the bag

e) Area covered by the amount of seed in the bag when applied at the rate specified for the mix

f) All information pertaining to individual components in a mix is required for all components, including those that constitute less than 5% of the total mix.

Tags must not be hand written. If any of the above mentioned information is not included on the tag the material will be subject to specification 1503. When multiple bags are required to keep certain species or groups of species separate for the purpose of seeding those bags may be placed inside of a larger bag as

long as each bag is labeled separately and the outer bag is labeled with the name of the mix.

Each package of seed must include a “Certified Vendor” tag that is issued by MnDOT Erosion Control unit. This will indicate that the seed has come from a MnDOT Approved Seed Vendor as described in 3876.3.

A2 Seed Cleaning

Contractor shall use seed that has been cleaned to an extent sufficient to allow its passage through appropriate seeding equipment. Seed of introduced species must be suitable for use in conventional seeders. Seed of native species must be suitable for use in native seed drills without plugging up the boxes, drop tubes, or planting units of the seed drills. Contractor shall not use seed that has been conditioned so much that it suffers reduced viability as a result.

A3 Substitutions

Alternate species or germplasm may only be used by requesting permission from the Office of Environmental Services Turf and Erosion Control Engineering Unit. Requests for permission must include written proof from three potential suppliers that the specified germplasm is not available. Approved substitutions will be named in a memo at the time they are approved. All currently approved substitutions will be posted on the Office of Environmental Services Erosion Control Unit website. Use of germplasm not listed herein will be considered unacceptable and will be subject to 1503.

A4 Requirements for seed of native species

Contractor shall supply and plant all seed in the native mixes as pure live seed (PLS). This includes the cover crop, grass, sedge, and forb components. All seed in the cover crop component of mixes in the native series must be certified by the Minnesota Crop Improvement Association (MCIA) or the appropriate seed certifying agency in the seed’s state of origin, if other than Minnesota.

All native seed used in mixes in the native series shall be certified by the Minnesota Crop Improvement Association (MCIA) in the Source Identified class. The genetic origin for this seed shall be within Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin.

Source Identified seed shall be accompanied by the appropriate quality mark documentation from the MCIA, in the form of a MCIA-labeled yellow tag or certification certificate. County of genetic origin shall be clearly identified on the seed label for all native seed. Selected class and Tested class germplasm of native species listed in Table 3876-1 located on the website of the Office of Environmental Services Erosion Control unit may be used in 100 and 200 series seed mixtures.

If a specified species or germplasm is not available, substitutions will be granted for native seed in the 300 series mixes according to the following order of preference:

1) First preference, MCIA certified Source Identified class with a genetic origin in Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin
2) Second Preference: Source Identified seed certified by a seed certifying agency other than MCIA but with a genetic origin in Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin
3) Third Preference: Certified seed of varieties/germplasm listed in Table 3876-1.
4) Fourth Preference: Wild Type from Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin. Wild type seed is defined as seed of a local or regional ecotype that has originated from remnant native stands and that has not undergone any intentional selection process.

S-47.3 MnDOT Table 3876-1 is hereby deleted and replaced with the following:

TABLE 3876-1
NATIVE GRASSES
SEED COUNTS AND ACCEPTABLE GERMPLASM

Trade Name	Scientific Name+	Acceptable Varieties/Germplasm*	Seeds Per Pound
Big Bluestem	Andropogon gerardi	Bonilla, Bison	131,200
Sideoats Grama	*Bouteloua curtipendula*		96,000
Blue Grama	*Bouteloua gracilis*		640,000
Fringed Brome	*Bromus ciliatus*		160,000
Kalm's Brome	*Bromus kalmii*		128,000
Hairy wood chess	*Bromus purgans*		121,600
Buffalo grass	*Buchloe dactyloides*		51,200
Blue-joint grass	*Calamagrostis Canadensis*		3,360,000
Bottle Brush Sedge	*Carex comosa*		384,000
Tussock Sedge	*Carex stricta*		848,000
Fox Sedge	*Carex vulpinoidea*		1,440,000
Canada Wild Rye	*Elymus canadensis*	Mandan	67,200
Bottle brush grass	*Elymus hystrix*		75,200
Slender Wheat Grass	*Elymus trachycaulus*	Revenue	135,000
Virginia Wild Rye	*Elymus virginicus*		62,400
Western Wheat Grass	*Elytrigia smithii*		113,600
Reed Manna Grass	*Glyceria grandis*		1,280,000
Fowl Manna Grass	*Glyceria striata*		2,560,000
Common rush	*Juncus effusus*		16,000,000
June Grass	*Koeleria macrantha*		2,400,000
Switch Grass	*Panicum virgatum*	Forestburg, Dacotah	224,000
Fowl Bluegrass	*Poa palustris*		2,080,000
Canada Bluegrass	*Poa compressa*		2,400,000
Little Bluestem	*Schizachyrium scoparium*	Itasca Germplasm	140,800
Green Bulrush	*Scirpus atrovirens*		2,240,000
Wool-grass	*Scirpus cyperinus*		2,880,000
Soft-stem Bulrush	*Scirpus validus*		496,000
Indian Grass	*Sorghastrum nutans*	Tomahawk	132,800
Prairie Cordgrass	*Spartina pectinata*	Red River Germplasm	105,600
Rough Dropseed	*Sporobolus asper*		480,000
Sand Dropseed	*Sporobolus cryptandrus*		3,200,000
Prairie Dropseed	*Sporobolus heterolepsis*		224,000
Green Needle Grass	*Stipa viridula*		120,000

* Varieties listed are approved for use in 100 and 200 series mixes. Their substitution for MCIA Source Identified seed in 300 series mixes is only allowed upon satisfaction of the requirements of 3876.2 A5. When multiple varieties are listed for a single species, they are listed in order of preference.

S-47.4 Delete MnDOT 3876.2B Requirements for Native Grasses, Sedges, Rushes (label and paragraphs) and replace with:

B Requirements for Native Grasses, Sedges, and Rushes..... Table 3876-1
(Keep table 3876-1)

S-47.5 Delete MnDOT 3876.2E Requirements for Native Forbs (Wildflowers): (label and paragraphs) and replace with:

E Requirements for Native Forbs (Wildflowers) ..... Table 3876-4

(Keep table 3876-4)

S-47.6 The 300 series mixes from MnDOT Table 3876-5 are hereby deleted and replaced with the following:

33-261 Stormwater South & West

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	2.24	2.00	5.72%	7.35
fringed brome	*Bromus ciliatus*	2.24	2.00	5.73%	8.10
bluejoint	*Calamagrostis canadensis*	0.07	0.06	0.18%	6.40
slender wheatgrass	*Elymus trachycaulus*	1.12	1.00	2.85%	2.53
Virginia wild rye	*Elymus virginicus*	1.68	1.50	4.28%	2.31
switchgrass	*Panicum virgatum*	0.43	0.38	1.07%	1.93
fowl bluegrass	*Poa palustris*	1.19	1.06	3.03%	50.70
Indian grass	*Sorghastrum nutans*	0.13	0.12	0.36%	0.55
prairie cordgrass	*Spartina pectinata*	0.43	0.38	1.07%	0.91
	Total Grasses	**9.53**	**8.50**	**24.29%**	**80.78**
awl-fruited sedge	*Carex stipata*	0.28	0.25	0.71%	3.10
dark green bulrush	*Scirpus atrovirens*	0.21	0.19	0.54%	31.70
woolgrass	*Scirpus cyperinus*	0.07	0.06	0.18%	39.00
	Total Sedges and Rushes	**0.56**	**0.50**	**1.43%**	**73.80**
Canada anemone	*Anemone canadensis*	0.08	0.07	0.19%	0.20
marsh milkweed	*Asclepias incarnata*	0.12	0.11	0.32%	0.20
leafy beggarticks	*Bidens frondosa*	0.12	0.11	0.31%	0.20
flat-topped aster	*Doellingeria umbellata*	0.07	0.06	0.17%	1.50
spotted Joe pye weed	*Eutrochium maculatum*	0.07	0.06	0.18%	2.19
autumn sneezeweed	*Helenium autumnale*	0.15	0.13	0.36%	5.97
obedient plant	*Physostegia virginiana*	0.08	0.07	0.21%	0.30
tall coneflower	*Rudbeckia laciniata*	0.08	0.07	0.21%	0.37
New England aster	*Symphyotrichum novae-angliae*	0.08	0.07	0.19%	1.56
blue vervain	*Verbena hastata*	0.06	0.05	0.15%	1.85
golden alexanders	*Zizia aurea*	0.22	0.20	0.56%	0.79
	Total Forbs	**1.12**	**1.00**	**2.85%**	**15.13**
Oats or winter wheat (see note at beginning of list for recommended dates)		28.02	25.00	71.43%	11.14
	Total Cover Crop	**28.02**	**25.00**	**71.43%**	**11.14**
	Totals:	**39.23**	**35.00**	**100.00%**	**180.85**
Purpose:	Stormwater pond edges, temporarily flooded dry ponds, and temporarily flooded ditch bottoms.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. MnDOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

36-211 Woodland Edge South & West

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	1.12	1.00	2.90%	3.68
side-oats grama	*Bouteloua curtipendula*	1.12	1.00	2.89%	2.20
kalm's brome	*Bromus kalmii*	1.68	1.50	4.34%	4.40
nodding wild rye	*Elymus canadensis*	1.40	1.25	3.61%	2.38
bottlebrush grass	*Elymus hystrix*	0.36	0.32	0.91%	0.88
slender wheatgrass	*Elymus trachycaulus*	1.40	1.25	3.64%	3.18
switchgrass	*Panicum virgatum*	0.07	0.06	0.17%	0.30
little bluestem	*Schizachyrium scoparium*	0.69	0.62	1.79%	3.40
Indian grass	*Sorghastrum nutans*	1.12	1.00	2.89%	4.40
	Total Grasses	**8.97**	**8.00**	**23.14%**	**24.82**
common yarrow	*Achillea millefolium*	0.03	0.03	0.09%	2.00
blue giant hyssop	*Agastache foeniculum*	0.11	0.10	0.28%	3.20
white snakeroot	*Ageratina altissima*	0.03	0.03	0.09%	1.70
white prairie clover	*Dalea candida*	0.19	0.17	0.50%	1.20
Canada tick trefoil	*Desmodium canadense*	0.16	0.14	0.42%	0.29
ox-eye	*Heliopsis helianthoides*	0.15	0.13	0.38%	0.30
wild bergamot	*Monarda fistulosa*	0.07	0.06	0.18%	1.60
stiff goldenrod	*Oligoneuron rigidum*	0.07	0.06	0.17%	0.90
Clayton's sweet cicely	*Osmorhiza claytonii*	0.07	0.06	0.17%	0.06
smooth wild rose	*Rosa blanda*	0.07	0.06	0.17%	0.06
black-eyed susan	*Rudbeckia hirta*	0.20	0.18	0.52%	6.10
Lance-leaved Figwort	*Scrophularia lanceolata*	0.06	0.05	0.14%	3.20
zigzag goldenrod	*Solidago flexicaulis*	0.02	0.02	0.05%	0.50
showy goldenrod	*Solidago speciosa*	0.07	0.06	0.18%	1.80
smooth aster	*Symphyotrichum laeve*	0.07	0.06	0.19%	1.30
American vetch	*Vicia americana*	0.20	0.18	0.52%	0.14
golden alexanders	*Zizia aurea*	0.12	0.11	0.33%	0.46
	Total Forbs	**1.68**	**1.50**	**4.38%**	**24.80**
Oats or winter wheat (see note at beginning of list for recommended dates)		28.02	25.00	72.48%	11.14
	Total Cover Crop	**28.02**	**25.00**	**72.48%**	**11.14**
	Totals:	**38.67**	**34.50**	**100.00%**	**60.75**
Purpose:	Partly shaded grassland planting for native roadsides, reclamation, etc.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. MnDOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

S-48 (3877) TOPSOIL BORROW

Topsoil Borrow shall be in accordance with the provisions of Mn/DOT Section 3138 except as modified below:

Acceptance requirements will be based on the approval of the Engineer, and not by Table 3877-1 or 3877-2.

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

STORMWATER POLLUTION PREVENTION PLAN

FOR

CITY PROJECT NO. **SWM-8-05** J NO. **(J-6543)**

STATE PROJECT NO. _____

MINNESOTA PROJECT NO. _____

LOCATION: **Baihly Woodlands Subdivision, ROCHESTER, MN**

TYPE OF WORK **Storm Sewer Installation, Ravine Stabilization, Basin Grading and Outlet Control Structure Reconstruction**

LENGTH n/a MILES

COMPLETION DATE: **April 1, 2013**

To comply with the General Stormwater Permit for Construction Activity (MN R100001)

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

Storm Water Pollution Prevention Plan Contacts

CONTACT INFORMATION		
Owner of the Site		
Business of Firm Name **City of Rochester**		
Contact Last Name First Name **Crawford, Matt**	E-mail **mcrawford@rochestermn.gov**	Telephone (*include area code*) **507-328-2411**
Mailing Address **201 4th Street SE, Rm 108**	City **Rochester**	State Zip Code **MN, 55904**
Alternate Contact- Last Name, First Name, Title **Nelson, Doug, Manager of Engineering**	E-mail **dnelson@rochestermn.gov**	Telephone (*include area code*) **507-328-2423**
Contractor (Person who will oversee implementation of the SWPPP)		
Business of Firm Name		
Last Name First Name Title	E-mail	Telephone (*include area code*)
Mailing Address	City	State Zip Code
Alternate Contact Last Name First Name	E-mail	Telephone (*include area code*)

FIGURE 1 – PROJECT LOCATION QUADRANGLE MAP

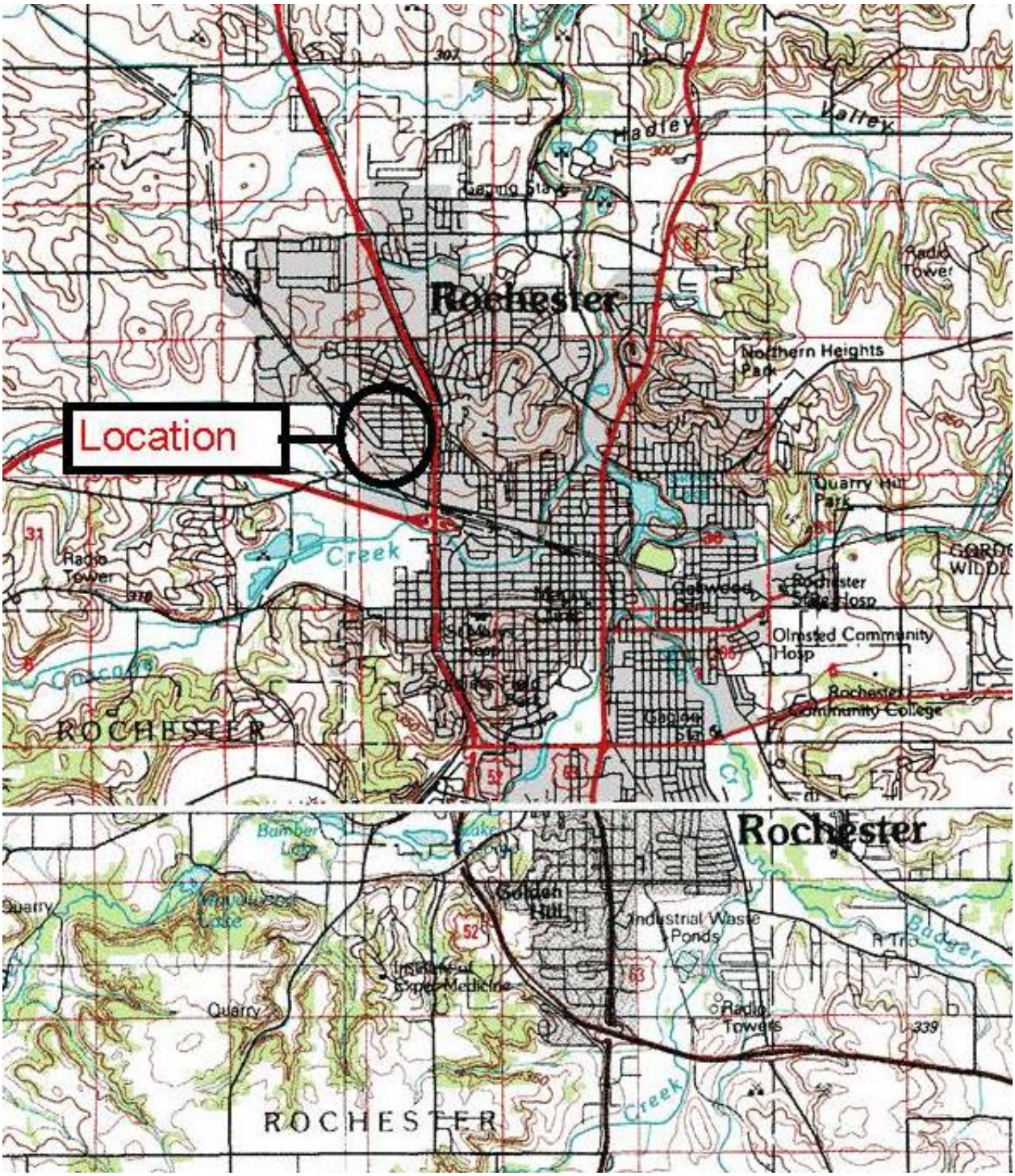

FIGURE 2 –OLMSTED COUNTY GEOLOGIC ATLAS SOIL TYPES MAP

CONSTRUCTION PROJECT INFORMATION (III.A)
Describe the construction activity (what will be built, general timeline, etc.) The project includes reconstructing three pond outlet structures, installation of storm sewer, and ravine stabilization.
Describe soil types found at the project. The NRCS Soil Survey for Olmsted County lists soil types in this area as Timula silt loam, Lindstrom silt loam, and Mt. Carrol silt loam. All of these soils belong to Hydrologic Soil Group B. There was also an import of soil to this area to construct the berm for the dry ponds.
Describe watershed/drainage areas found at the project. The project area drains to through three ponds within the Bahly Woodlands Subdivision, eventually connecting to storm sewer which ultimately flows to the South Fork of the Zumbro River.
Project Size (number of acres to be disturbed)
5.2 acres
Cumulative Impervious Surface
Existing area of impervious surface _____0.1_____ (to the nearest quarter acre)
Post construction area of impervious surface _____0.10 _____ (to the nearest quarter acre)
Receiving Waters

Name of Water Body	**Type** (ditch, pond, wetland, lake, stream, river)	**Special Water?** (See Stormwater Permit Appendix A)	**Impaired Water?**** (See Stormwater Permit Appendix A)
South Fork of the Zumbro River	River	☐ Yes X No	X Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

*Water Body ID might not be available for all water bodies. Use the Special and Impaired Waters Search Tool at: www.pca.state.mn.us/water/stormwater/stormwater-c.html
** Impaired water for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen, or biotic impairment

GENERAL SITE INFORMATION (III.A)

Describe the location and type of all temporary and permanent erosion prevention and sediment control BMPs. Include the timing for installation and procedures used to establish additional temporary BMPs as necessary. (III.A.4.a)

Silt fence, inlet protection and rock construction entrances will be placed at the beginning of construction operations. The dry ponds will be used to provide sedimentation of stormwater.

Erosion control blanket, erosion stabilization mats, and sod will be used for permanent erosion prevention.

Estimated quantities for erosion and sediment control BMPs are as follows :

Random Riprap Class III	35 CY
Silt Fence, Type Machine Sliced	600 LF
Storm Drain Inlet Protection	9 EACH
Temporary Ditch Checks Type 2	140 LF
Temporary Rock Construction Entrance	4 EACH
Sodding Type Lawn	1932 SY
Erosion Control Blanket Category 3	6251 SY
Erosion Stabilization Mat Class 2	198 CY

Refer to the plans for the following features (III.A.3.b – f):

- Existing and final grades, including dividing lines and direction of flow for all pre and post-construction stormwater runoff drainage areas located within the project limits.

  Existing contours are shown on the plans.
- Locations of impervious surfaces and soil types.

  There are no proposed impervious surfaces associated with this project. Existing roadways and residences are shown on the plans.
- Locations of areas not to be disturbed.

  The construction limits are shown on the plans.
- Location of areas of phased construction.

  There are no requirements for phased construction associated with this project.
- All surface waters and existing wetlands within 1-mile from the project boundaries that will receive stormwater runoff from the site (identifiable on maps such as USGS 7.5 minute quadrangle maps). Where surface waters receiving runoff associated with construction activity will not fit on the plan sheet, they must be identified with an arrow, indicating both direction and distance to the surface water.

  The project drains to a storm sewer system that ultimately flows to the South Fork of the Zumbro River.
- Methods to be used for final stabilization of all exposed soil areas.

  See the Turf Establishment/Restoration Plan

Were stormwater mitigation measures required as the result of an environmental, archaeological, or other required local, state, or federal review of the project? If yes, describe how these measures were addressed in the SWPPP. (III.A.6.)

No.

Is the project located in a karst area such that additional measures would be necessary to protect drinking water supply management areas as described in Minn. R. chapters 7050 and 7060? If yes, describe the additional measures to be used. (III.A.7.)
No.

Does the site discharge to a calcareous fen listed in Minn. R. 7050.0180, subp. 6.b.? If yes, a letter of approval from the Minnesota Department of Natural Resources must be obtained prior to application for this permit. (Part I B.6 and Part III.A.8)
No.

Does the site discharge to a water that is listed as impaired for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen or biotic impairment? Use the Special and Impaired Waters Search Tool at: www.pca.state.mn.us/water/stormwater/stormwater-c.html. If no, skip to next box.

Does the Impaired water have an approved TMDL with an Approved Waste Load Allocation for construction activity? If yes:

a. List the receiving water, the areas of the site discharging to it, and the pollutant(s) identified in the TMDL

b. List the BMPs and any other specific construction stormwater related implementation activities identified in the TMDL.

If the site has a discharge point within one mile of the impaired water and the water flows to the impaired water but no specific BMPs for construction are identified in the TMDL, the additional BMPs in Appendix A (C.1 and C.2) must be added to the SWPPP and implemented. (III.A.7). The additional BMPs only apply to those portions of the project that drain to one of the identified discharge points.

Yes

TRAINING (III.A)

Training is required for all permitted projects after February 1, 2010. It must be provided by entities with expertise in erosion prevention, sediment control or permanent stormwater management. Training must be focused on the individual's job duties as they relate to the permit requirements (Part III.A.2). Who must be trained?

Individual(s) preparing the SWPPP for the project

Individual(s) overseeing the implementation of, revising and amending the SWPPP and individuals performing inspections required by the permit

Individuals performing or supervising the installation, maintenance or repair of BMPs

Names of the personnel trained; dates of training; name of instructor(s) and entity

providing training; content of training course or workshop (including number of hours of training)

Part III A 2 (c) Training documentation: Names and certification of the personnel associated with the project through the University of Minnesota, Minnesota Erosion Control Association,

ED 3001 Design of Construction Stormwater Pollution Prevention Plans. This two-day course is for personnel involved with the design of construction stormwater pollution prevention plans.

Name	Company	Expire Date
Horstmann, Al	City of Rochester	May 31, 2013
Kelm, Russ	City of Rochester	May 31, 2013

EM 2001 Construction Site Management. This two-day course is designed for those who supervise, run, or direct construction site operations, grading work, culvert replacement work, and bridge construction work.

Name	Company	Expire Date
Dwyer, Dave	City of Rochester	May 31, 2012
Klein, Tim	City of Rochester	May 31, 2012
Lucas, Dave	City of Rochester	May 31, 2011
Moore, David	City of Rochester	May 31, 2013
Szuberski, Steve	City of Rochester	May 31, 2012

Certified Professional in Erosion and Sediment Control. A CPESC is a recognized specialist in soil erosion and sediment control. CPESCs have educational training, demonstrated expertise, experience in controlling erosion and sedimentation, and meet certification standards, exam given through EnviroCert International, Inc

Name	Company	Cert Date
Kraszewski, Mike	City of Rochester	Mar 21, 2009

SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (III.C)

Will the project create a new cumulative impervious surface greater than or equal to one acre? ☐ Yes X No

If yes, a water quality volume of ½ inch of runoff from this area must be treated before leaving the site or entering surface waters (1 inch if discharging to special waters).

N/A

Describe which method will be used to treat runoff from the new impervious surfaces created by the project (III.C):

- Wet sedimentation basin
- Infiltration/Filtration
- Regional ponds
- Combination of practices

Include all calculations and design information for the method selected. See Part III.C of the permit for specific requirements associated with each method.

N/A

If it is not feasible to meet the treatment requirement for the water quality volume, describe why. This can include proximity to bedrock or road projects where the lack of right of way precludes the installation of any permanent stormwater management practices. Describe what other treatment, such as grasses swales, smaller ponds, or grit chambers, will be implemented to treat runoff prior to discharge to surface waters. (III.C)

N/A

If proposing an alternative method to treat runoff from the new impervious surfaces, describe how this alternative will achieve approximately 80% removal of total suspended solids on an annual average basis (III.C.5). NOTE: If proposing an alternative method, you must submit your SWPPP to MPCA at least 90 days prior to the starting date of the construction activity.

N/A

RECORDS RETENTION (III.D)

Describe your record retention procedures (must be kept at the site) (III.D). Records must include:

- Copy of SWPPP and any changes
- Training documentation (III.A.2.)
- Inspection and maintenance records
- Permanent operation and maintenance agreements
- Calculations for the design of temporary and permanent stormwater management systems.

An inspection log will be kept on-site and will include the results of all inspections. The schedule for the inspections is a minimum of once every 7 days and within 24 hours of a rainfall exceeding 0.5" in 24 hours.

EROSION PREVENTION PRACTICES (IV.B)

Describe construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices to minimize erosion. Delineate areas not to be disturbed (e.g., with flags, stakes, signs, silt fence, etc.) before work begins.

See Construction Erosion Control/Turf Establishment Plans. All disturbed soils will be sodder or seeded and covered with erosion control blanket within 7 days as per NPDES Permit Appendix A Section C.1.

Describe temporary erosion protection or permanent cover used for exposed soil. All exposed soil areas must be stabilized as soon as possible but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently (part IV.B.2)

All disturbed soils will be sodded or seeded, and covered with erosion control blanket within 7 days.

For drainage or diversion ditches, describe practices to stabilize the normal wetted perimeter within 200 lineal feet of the property edge or point of discharge to surface water. The remaining portions of the temporary or permanent ditch or swale must be stabilized within 14 days after connecting to surface waters and construction in that portion of the ditch has temporarily or permanently ceased.

The project includes stabilizing ditches with riprap, or erosion stabilization mat, or erosion control blanket.

Describe other erosion prevention practices (list and describe).

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

SEDIMENT CONTROL PRACTICES (IV.C)

Describe sediment control practices used to minimize sediments from entering surface waters, including curb and gutter systems and storm drain inlets. At a minimum, these sediment control practices must include:

- Sediment controls for temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system
- Installation of check dams or other grade control practice to ensure sheet flow and prevent rills (for slope lengths greater than 75 feet with a grade of 3:1 or steeper).
- Sediment control practices on all down gradient perimeters prior to land disturbing activities.
- Storm drain inlet protection for all inlets.
- Silt fencing or other sediment control surrounding temporary soil stockpiles.
- Minimize vehicle tracking of sediments (e.g., stone pads, concrete or steel wash racks, or equivalent systems).
- Street sweeping of tracked sediment.
- Temporary sedimentation basins (see Part III.B).

Biorolls will provide sedimentation along the ravines. Silt fence will be installed to control sediment along the access. Inlet protection will control sediment at structures. A stabilized vehicle entrance will be constructed as shown on plans. Vegetation restoration and sodding will stabilize soils surfaces.

Timing:

1. Install silt fence prior to clear and grub operations.
2. Install inlet protection.
3. Water for dust control as needed.
4. Install permanent turf establishment within 7 days of end of grading operations.
5. Inform abutting property owners of care for permanent turf establishment.

DEWATERING AND BASIN DRAINING (IV.D)

Will the project include dewatering or basin draining? ☐ Yes X No

If yes, describe BMPs used so the discharge does not adversely affect the receiving water or downstream landowners.

The project **will not** include dewatering for the entire project. The Contractor shall be responsible for obtaining a Water Appropriation Permit from the Department of Natural Resources (DNR) if necessary. The Contractor will also be responsible for obtaining all other necessary permits and approvals, as well as all fees and documentation associated with the permits.

Additional BMPs for Special Waters and Discharges to Wetlands (Appendix A, Parts C and D)

Special Waters. Does your project discharge to special waters? ☐ Yes X No If no, skip to Wetlands section below.

If proximity to bedrock or road projects where the lack of right of way precludes the installation of any of the permanent stormwater management practices, then other treatment such as grassed swales, smaller ponds, or grit chambers is required prior to discharge to surface waters. Describe what other treatment will be provided.

Describe erosion and sediment controls for exposed soil areas with a continuous positive slope to a special waters, and temporary sediment basins for areas that drain 5 or more acres disturbed at one time.
Describe the undisturbed buffer zone to be used (not less than 100 linear feet from the special water).
Describe how the permanent stormwater management system will ensure that the pre and post project runoff rate and volume from the 1, and 2-year 24-hour precipitation events remains the same.
Describe how the permanent stormwater management system will minimize any increase in the temperature of trout stream receiving waters resulting in the 1, and 2-year 24-hour precipitation events.
Wetlands. Does your project discharge stormwater with the potential for significant adverse impacts to a wetland (e.g., conversion of a natural wetland to a stormwater pond)? ☐ Yes X No

INSPECTIONS AND MAINTENANCE (IV.E)
Describe procedures to routinely inspect the construction site: • Once every seven (7) days during active construction and, • Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours, and within seven (7) days after that. Inspections must include stabilized areas, erosion prevention and sediment control BMPs, and infiltration areas. Inspection and maintenance practices: In addition to complying with the requirements of the NPDES permit, the Erosion Control (EC) Supervisor shall inspect erosion control measures on a weekly basis and after each 1/2" rain event. Inspections are required to be documented by the EC Supervisor. The City of Rochester shall create a job/permit on a website provided by the City (PermiTrack). Further, the City will provide the EC Supervisor with a permit number and access code for the job on the website. The EC Supervisor shall: a. Within ten (10) working days of receipt of the permit number and access code, enter the website and create a list of site erosion control practices that are proposed on the approved plan. b. Within ten (10) working days of actual start of work – enter the website and document that the practices that have been installed in accordance with the approved plan. c. Provide weekly and event driven erosion inspection documentation of the condition of the practices and note any repairs needed and actions taken. d. Within ten (10) working days of completion of the project, enter the project and note that the project has been terminated and a notice of termination (NOT) has been submitted to the Minnesota Pollution Control Agency. e. Upon written or verbal notice by an agent at the City of Rochester to the supervisor or the

supervisor's designated representative regarding an erosion control action or repair needed to bring the site into compliance the supervisor shall have not less than 24 nor more than 72 hours to bring the project site into compliance and document those actions on the website. The time allotted to bring the site into compliance shall be noted on the notice.

POLLUTION PREVENTION MANAGEMENT MEASURES (IV.F)

Describe practices to properly manage and dispose of solid waste, including trash (IV.F.1)

As per NPDES Permit Part IV.F.1 all collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes will be disposed properly and comply with MPCA disposal requirements and Mn/DOT Specification 1717.A4.

Described practices to properly manage hazardous materials (IV.F.2).

As per NPDES Permit Part IV.F.2 Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

Describe practices for external washing of trucks and other construction vehicles (IV.F.3)

As per NPDES Permit Part IV.F.3 External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.

Describe how are you going to provide a safe, leak proof, concrete washout on site (IV.F.4):

To be completed by contractor. Or follow:

1. External washing of trucks and construction vehicles will be limited to a defined staging area. Runoff will be contained and properly disposed of.
2. Engine degreasing is not allowed on site.
3. Concrete trucks are to wash out or discharge surplus concrete or drum wash water within a designated location away from stormwater drains and waterways.

Describe your spill prevention plan.

To be completed by contractor.

Describe measures to address sanitary and septic waste.

Sanitary and septic waste disposal will comply with the MPCA Septage Management Guidelines incorporating 40 CFR part 503.

FINAL STABILIZATION (IV.G)

Describe how you will achieve final stabilization of the site (IV.G).

See Erosion Control/Turf Establishment Plan sheets. Final stabilization will be achieved by sodding or seeding and covering with erosion control blanket. In ditch areas riprap or erosion stabilization mats will be installed to promote stabilization.

All soil disturbing activities at the site have been completed and all soils must be stabilized by a uniform perennial vegetative cover with a density of 70% over the entire pervious surface area, or other

equivalent means necessary to prevent soil failure under erosive conditions. All sediment must be removed from conveyance systems and ditches must be stabilized with permanent cover.

Prior to submission of the Notice of Termination (NOT), all temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed on the portions of the site for which the Permittee is responsible. BMPs designed to decompose on site (such as some compost logs) may be left in place.

PERMIT TRANSFER FORM

ATTACHMENTS TO THE SPECIAL PROVISIONS

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NPDES PERMIT APPLICATION

Minnesota Pollution Control Agency

Complete your application online!

Application for General Stormwater Permit for Construction Activity (MN R100001)

National Pollutant Discharge Elimination System / State Disposal System (NPDES/SDS)

Please submit to: Minnesota Pollution Control Agency
Construction Stormwater Permit Program
520 Lafayette Road North, St. Paul, MN 55155-4194

PLEASE READ: This form is for new permit applications only. Use the Notice of Termination/Permit Modification form to transfer permit coverage for a project or a portion of a project to a new owner/contractor. Forms are available at the MPCA's Construction Stormwater Web site: www.pca.state.mn.us/water/stormwater/stormwater-c.html. Complete your application online!

Please refer to the application instructions and the NPDES/SDS General Stormwater Permit for Construction Activity (MN R100001) as you complete this form. Brackets '[ ]' refer to specific parts of the permit. For assistance, call the Stormwater Program at 651-757-2119 or toll-free at 800-657-3804.

Are you ready to apply?

1. Stormwater Pollution Prevention Plan (SWPPP)

a. Has a Stormwater Pollution Prevention Plan been developed for this project and incorporated into the project's plans and specifications [Part III.A] — ☒ Yes ☐ No

b. If an environmental review was required for this project or a common plan of development or sale that includes this project, has the environmental review been completed and all stormwater mitigative requirements been incorporated in the SWPPP as required in Part III.A.6 of the permit? — ☐ Yes ☐ No ☒ NA

2. Discharges to Special or Impaired Waters

a. If any portion of the project has a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter (see Appendix A.B), does the SWPPP contain the additional requirements found in Appendix A, Part A-C? If the project does not have a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter of the permit indicate "NA" — ☒ Yes ☐ No ☐ NA

b. If this project is discharging to a Calcareous fen, has an approval letter been obtained from the DNR as required in Part III.A.8 of the permit? — ☐ Yes ☐ No ☒ NA

STOP if you responded 'No' to any question above. A SWPPP must be developed prior to submitting a permit application. Complete the above requirements and check 'Yes' before submitting this application. Continue if you responded 'Yes' or 'NA' to all questions above.

3. Additional Application Review:

a. Will the project include alternative treatment methods? [Part III.C.5] If yes, this application and the alternative treatment plans must be submitted a minimum of 90 days before construction starts. — ☐ Yes ☒ No

b. If yes, are the plans attached? — ☐ Yes ☐ No

c. Will the project disturb 50 acres? AND Is there a discharge point within one mile of an impaired or special water whose discharge may reach an impaired or special water listed in Appendix A of the permit? [Part II.B.1.b] If yes, this application and the SWPPP must be — ☐ Yes ☒ No

submitted a minimum of 30 days before construction starts.

d. If 'Yes,' is the SWPPP attached? ☐ Yes ☐ No

4. Application Fee:

Is the required $400 Application Fee (payable to the MPCA) enclosed? ☒ Yes

Construction Activity Information

5. Project name: Baihly Woodlands Development - Storm Sewer/Pond/Ravine Improvements

6. Project location:

a. Briefly describe where the construction activity occurs (For example: "Intersection of 45th St. and Irving Ave.") Include address if available: Salem Road/Fox Valley Drives

b. All cities where project will occur: Rochester

c. All counties where project will occur: Olmsted

d. All townships where project will occur:

e. Project ZIP Code:

f. Latitude and longitude of approximate centroid of project:

Latitude:	_ _ . _ _ _ _ ○	N (decimal) *Preferred*	*Longitude:*	_ _ . _ _ _ _ ○	W (decimal) *Preferred*
	4 4 ○ 0 0 ' 3 3	N (degrees, minutes, seconds)		9 2 ○ 2 9 ' 1 9	W (degrees, minutes, seconds)

g. Method used to collect latitude and longitude:

☐ GPS

☒ USGS Topographic map — Map scale: 2000

☐ Other

7. Project size:

Number of acres to be disturbed to the nearest quarter acre: 5.2

8. Project map:

A map must be included with the application for all projects disturbing 50 acres or more. Is a project map included? ☐ Yes ☒ No

9. Project type:

☒	Residential	☐	Residential / Road construction	☐	Other:
☐	Commercial / Industrial	☐	Commercial / Road construction		
☐	Road construction	☐	Commercial / Residential / Road construction		

10. Cumulative impervious surface:

a. Existing area of impervious surface in acres: 0.1

b. Post-construction area of impervious surface in acres (If additional new impervious surface created by the project is less than one acre, skip to Question 12): 0.1

11. Permanent stormwater management:

☐ Wet sedimentation basin

☐ Infiltration / filtration

☐ Regional ponding

☐ Other (Use only if there is no feasible way of installing the treatment systems listed above for reasons such as lack of right-of-way or proximity to bedrock)

☐ Alternative methods (If using alternative methods, construction cannot commence until receiving approval from the MPCA.)

12. Receiving waters:

Identify surface waters within one mile of project boundary that will receive storm water from the site or discharge from permanent Stormwater management system. Include waters shown on USGS 7.5 minute quad or equivalent, all Special Waters and Impaired waters identified in Appendix A of the permit (To find Special or Impaired Waters, use the Special and Impaired Waters Search tool at www.pca.state.mn.us/water/stormwater/stormwater-c.html.

The Impaired Waters* list, also known as the Section 303(d) list can be found at http://www.pca.state.mn.us/water/tmdl/index.html Use additional paper if necessary.

* Impaired waters for the purpose of this permit are those identified as impaired for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen, or biotic impairment

Name of water body	**Type of water body** (Ditch, pond, wetland, stream, river)	**Special Water?** See Stormwater Permit, Appendix A	**Impaired Water?** See Stormwater Permit, Appendix A
South Fork of the Zumbro River	River	☒ Yes ☒ No	☒ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

13. Dates of construction

a. Start date: 05 / 01 / 2013

b. Estimated Completion date: 07 / 26 / 2013

STOP This form will not be accepted if the Owner and Contractor contact information sections, below, are BOTH not completed and signed. If the owner is also the contractor, or a contractor hasn't yet been selected, the owner must also fill out the contractor information section and sign again.

Responsible parties BOTH PARTIES MUST SIGN

Owner

City of Rochester

Business or firm name

Crawford	Matt	Infrastructure Engineer

Last name	First name	Title
mcrawford@rochestermn.gov	507-328-2411	
E-mail	Phone (include area code)	

201 4th Street SE, Rm 108	Rochester	MN	55904
Mailing address	City	State	ZIP Code

Nelson, Doug	dnelson@rochestermn.gov	507-328-2423
Alternate contact name	E-mail	Phone (include area code)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I also certify under penalty of law that I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

X Authorized signature: _____ Date: _____

This Application must be signed by:

Corporation: *a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.*

Partnership or Sole Proprietorship: *a general partner or the proprietor.*

Municipality, State, Federal or Other Public Agency: *principal executive officer or ranking elected official.*

Contractor

Business or firm name		
Last name	First name	Title
E-mail	Phone (include area code)	

Mailing address	City	State	ZIP Code

Alternate contact name	E-mail	Phone (include area code)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I also certify under penalty of law that I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

X Authorized signature: _____ Date: _____

This Application must be signed by:

Corporation: *a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.*

Partnership or Sole Proprietorship: *a general partner or the proprietor.*

Municipality, State, Federal or Other Public Agency: *principal executive officer or ranking elected official.*

MN REVENUE WITHHOLDING FORM IC 134

MINNESOTA · REVENUE **IC134**

Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors.

Please type or print clearly. This will be your mailing label for returning the completed form.

Company name	Daytime phone	Minnesota tax ID number
Address	Total contract amount $	Month/year work began
City State Zip Code	Amount still due $	Month/year work ended

Project Information

Project number | Project location

Project owner | Address | City | State | Zip code

Did you have employees work on this project? ☐ Yes ☐ No If no, who did the work?

Contractor type

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor—**If you subcontracted out any work on this project, all of your subcontractors must file their own IC134 affidavits and have them certified by the Department of Revenue *before* you can file your affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified IC134. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature | Title | Date

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval *Date*

Stock No. 5000134 (Rev. 1/07)

Instructions for Form IC134

Who must file

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must file Form IC134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single form.

When to file

The IC134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed. Mail Form IC134 to the address at the bottom of the form.

If you are a subcontractor or sole contractor, send in the form when you have completed your part of the project.

If you are a prime contractor, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve the IC134.

Submit the certified affidavit to the government unit for which the work was done to receive your final payment. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

Minnesota tax ID number

You must enter your Minnesota tax ID number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you don't have a Minnesota ID number, you must apply for one. Call 651-282-5225.

An applications (Form ABR) is also available on our website at www.taxes.state.mn.us.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. If this is the case, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Information and assistance

If you need help or more information to complete this form, call 651-282-9999.

Additional forms are available on our website at www.taxes.state.mn.us or by calling 651-296-4444. TTY: Call 711 for Minnesota Relay.

We'll provide information in other formats upon request to persons with disabilities.

Use of information

The Department of Revenue needs all the information to determine if you have met all state income tax withholding requirements. If all required information is not provided, the IC134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

FORM OF PROPOSAL

To the City of Rochester Council Members:

According to the advertisement of the Rochester City Council inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Rochester:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars ($5,000,000.00), or if the contract is in excess of five million dollars ($5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Rochester.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Rochester all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subContractors and first tier suppliers under this Contract.

ABBREVIATIONS OF SCHEDULE OF PRICES

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch
A-S	Antiseepage
AB	Asbestos Bonded
ACT	Actuated
AGG	Aggregate
ALUM	Aluminum
ASB	Asbestos
ASPH	Asphaltic
ASSY	Assemblies
B+B	Balled & Burlapped
BC	Bituminous Coated
BIT	Bituminous
BLDG	Building
BR	Bridge
CAL	Caliper
CB	Catch Basin
CEM	Cement
C and G	Curb and Gutter
CI	Cast Iron
C-I-P	Cast-in-Place
CL	Class
COMM	Commercial
CONC	Concrete
COND	Conductor
CONN	Connection
CONST	Construct
CONT	Continuously RMC
CP	Cattle Pass
CTD	Coated
CU FT	Cubic Feet
CU YD	Cubic Yard
CULV	Culvert
CWT	Hundred Weight
DES	Design
DBL	Double
DI	Drop Inlet
DIAM	Diameter
DRWY	Driveway
EXC	Excavation
EXP	Expansion
FAB	Fabric
FE	Fence
FERT	Fertilizer
F+I	Furnish & Install
FOUND	Foundation
FT LG	Feet Long
FURN	Furnish
GA	Gauge
GRAN	Granular
HI	High
INP	In Place
INST	Install
JA	Jacked
LIN FT	Linear Feet
LG	Long
MAINT	Maintenance
MATL	Material
MGM	1000 Board Feet
MET	Metal
MOD	Modification
MPA	Metal Pipe Arch
MTD	Mounted
NON	MET Non Metallic
NON PERF	Non-Perforated
NON REINF	Non-Reinforced
OH	Overhead
P-A	Pipe-Arch
PAVT	Pavement
PERF	Perofrated
PL	Plate
PNEUM	Pneumatic
PREC	Precast
PREST	Prestressed
PVC	Poly Vinyl Chloride
RCPA	Reinforced Concrete Pipe Arch
REINF	Reinforced
RELO	Relocation
RESTOR	Restoration
Rigid Metallic Conduit	
RNMC	Rigid Non Metallic Conduit
RDWY	Roadway
S-G	Sand& Gravel
SIG	Signal
SPE	Special
SQ FT	Square Feet
SQ YD	Square Yard
STA	Station
STD	Standard
STL	Steel
STKPL	Stockpile
STR	Strength
STRUCT	Structural
SPPA	Structural Plate Pipe Arch
SYS	System
T	Traffic
TBR	Timber
TEMP	Temporary
THERMO	Thermoplastic
TRTD	Treated
UNDERGRD	Underground
UNTRTD	Untreated
VAR	Variable
VM	Vehicular Measure
WEAR	Wearing

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

State Project No _____

Federal Project No _____

STATE OF MINNESOTA _____)
)ss
COUNTY OF _____)

I, _____, do state under penalty
(Name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____
_____
(Name of individual, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder or of the said surety prior to the official opening of the proposal, and

(4) that, I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____
(Bidder or his authorized representative)

SCHEDULE OF PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
Project SWM-8-05					
1 STORM SEWER (450)					
2021.501/00010	MOBILIZATION	LS	1		
2101.501/00010	CLEARING AND GRUBBING	ACRE	0.85		
2104.501/00029	REMOVE RETAINING WALL	L F	30		
2104.501/00016	REMOVE SEWER PIPE (STORM)	L F	413		
2104.503/00015	REMOVE BITUMINOUS WALK	S Y	47		
2104.505/00120	REMOVE BITUMINOUS PAVEMENT	SY	57		
2104.509/00013	REMOVE PIPE APRON	EACH	7		
2104.509/00114	REMOVE DRAINAGE STRUCTURE	EACH	5		
2104.603/00034	ABANDON PIPE SEWER	L F	91		
2106.607/00010	COMMON EXCAVATION (CV)	C Y	485		
2105.525/00030	TOPSOIL BORROW (CV)	C Y	1,134		
2451.507	GRANULAR BEDDING (LV)	C Y	77		
2503.602/00042	CONNECT TO EXISTING STORM SEWER	EACH	9		
2511.501/00013	RANDOM RIPRAP CLASS III	C Y	35		
2572.501/00010	TEMPORARY FENCE	L F	1500		
2573.502/00040	SILT FENCE, TYPE MACHINE SLICED	L F	600		

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2573.530/00010	STORM DRAIN INLET PROTECTION	EACH	9		
2573.540/00010	FILTER LOG TYPE STRAW BIOROLL	L F	140		
2573.602/00020	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4		
2575.501/00260	SEEDING	AC	1.4		
2575.502/00260	SEED MIXTURE 260	LB	35		
2575.502/01510	SEED MIXTURE SPECIAL 1 (MIX 33-261)	LB	10		
2575.502/01520	SEED MIXTURE SPECIAL 2 (MIX 36-211)	LB	22		
2575.505/00030	SODDING TYPE LAWN	S Y	1,932		
2575.523/00013	EROSION CONTROL BLANKETS CATEGORY 3	S Y	6,251		
2575.525/00020	EROSION STABILIZATION MAT CLASS 2	S Y	198		
2575.600/00010	6" EROSION STABILIZATION MAT (CELLULAR CONFINEMENT SYSTEM)	S Y	449		
2575.600/00020	CRUSHED AGGREGATE MULCH TYPE 9 MOD	C Y	76		
S100.516/00120	FURNISH & INSTALL 12IN REINFORCED CONCRETE PIPE CLASS II	L F	70		
S100.516/00150	FURNISH & INSTALL 15IN REINFORCED CONCRETE PIPE CLASS II	L F	21		
S100.516/00150	FURNISH & INSTALL 15IN REINFORCED CONCRETE PIPE CLASS III	L F	292		
S100.516/00180	FURNISH & INSTALL 18IN REINFORCED CONCRETE PIPE CLASS II	L F	12		
S100.516/00240	FURNISH & INSTALL 24IN REINFORCED CONCRETE PIPE CLASS II	L F	42		
S100.516/00240	FURNISH & INSTALL 24IN REINFORCED CONCRETE PIPE CLASS V	L F	44		
S100.516/00270	FURNISH & INSTALL 27IN REINFORCED CONCRETE PIPE CLASS II	L F	423		

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
S100.516/00270	FURNISH & INSTALL 27IN REINFORCED CONCRETE PIPE CLASS IV	L F	88		
S100.516/00300	FURNISH & INSTALL 30IN REINFORCED CONCRETE PIPE CLASS V	L F	62		
S100.516/00360	FURNISH & INSTALL 36IN REINFORCED CONCRETE PIPE CLASS II	L F	388		
S100.540/00120	FURNISH & INSTALL 12IN REINFORCED CONCRETE PIPE APRON	EACH	1		
S100.540/00240	FURNISH & INSTALL 24IN REINFORCED CONCRETE PIPE APRON	EACH	2		
S100.540/00360	FURNISH & INSTALL 36IN REINFORCED CONCRETE PIPE APRON	EACH	1		
S100.540/20240	FURNISH & INSTALL 24IN REINFORCED CONCRETE PIPE APRON WITH TRASH GUARD	EACH	3		
S100.545/00010	CONSTRUCT STRUCTURE TYPE SPECIAL 1 (OUTLET CONTROL STRUCTURE)	STR	1		
S100.545/00020	CONSTRUCT STRUCTURE TYPE SPECIAL 2 (OUTLET CONTROL STRUCTURE)	STR	1		
S100.545/00030	CONSTRUCT STRUCTURE TYPE SPECIAL 3 (OUTLET CONTROL STRUCTURE)	STR	1		
S100.545/40406	CONSTRUCT STRUCTURE TYPE 4 (48IN) 0 FT TO 6 FT DEEP	STR	2		
S100.545/40410	CONSTRUCT STRUCTURE TYPE 4 (48IN) 6 FT TO 10 FT DEEP	STR	7		
S100.545/40413	CONSTRUCT STRUCTURE TYPE 4 (48IN) 10 FT TO 13 FT DEEP	STR	1		
S100.545/40506	CONSTRUCT STRUCTURE TYPE 4 (60IN) 0 FT TO 6 FT DEEP	STR	1		
S100.545/40510	CONSTRUCT STRUCTURE TYPE 4 (60IN) 6 FT TO 10 FT DEEP	STR	2		
S100.545/40606	CONSTRUCT STRUCTURE TYPE 4 (72IN) 0 FT TO 6 FT DEEP	STR	4		
S100.548/00010	FURNISH & INSTALL CASTING ASSEMBLY TYPE SPECIAL 4	EACH	1		
S100.548/00020	FURNISH & INSTALL CASTING ASSEMBLY TYPE SPECIAL 5	EACH	1		

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2360.604/00010	BITUMINOUS PAVEMENT SPECIAL	SY	57		
2521.511/00030	3" BITUMINOUS WALK	SY	47		
2557.603/00035	WOODEN FENCE	LF	18		
2571.502/04140	SWAMP WHITE OAK, 1.5" CAL CONT	TREE	10		
2571.502/04140	SERVICEBERRY, 1.5" CAL CONT	TREE	10		
GRAND TOTAL					

Surety Deposits

New Law requires surety deposits for many out-of-state Contractors

A portion of payments made to out-of-state Contractors must be deposited with the state of Minnesota in many instances under a new law passed by the 1989 Legislature.

The law requires that 8 percent of each payment paid to out-of-state Contractors for work done in Minnesota must be withheld as a surety deposit on any contract that can reasonably be expected to exceed $100,000.

This requirement may be waived, however, if certain conditions are met.

Following are some guidelines to use with the new law.

Once an out-of-state Contractor enters into a contract that is for more than or can be expected to be more than $100,000, the Contractor will have to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. The department will use the form to determine if the Contractor is exempt from the 8 percent surety deposit requirements.

The department will grant an exemption if:

- The Contractor gives the department a cash surety or bond, secured by an insurance company licensed in Minnesota, which guarantees the Contractor will comply with all provisions of Minnesota withholding, sales, and corporate income tax laws, or
- The Contractor has done construction work in Minnesota at any time during the three calendar years before entering into the contract and has fully complied with Minnesota withholding, sales, and corporate income tax laws.

If the Contractor is exempt, the department will certify the form and return a copy to the Contractor, who will then be responsible to provide a copy to whoever hired them.

If the Contractor is not exempt, the department will notify whoever hired the Contractor to withhold the 8 percent surety deposit from each payment made to the Contractor. The person or company hiring the Contractor will use form SD-D to make the surety deposits.

The Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled. The department will then refund, with interest, any amounts held as surety.

Out-of-state Contractors working for Minnesota subdivisions will still have to file the Withholding Affidavit for Contractors (form IC-134) in addition to complying with the new provisions.

If you need more forms of information, please call (612) 296-6181 from the Twin Cities area and (toll-free) 1-800-657-3777 from elsewhere.

You may also write to: Minnesota Department of Revenue
Taxpayer Information Division
Mail Station 4450
St. Paul, MN 55146-4450

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

TO WHOM IT MAY CONCERN:

A new Minnesota Law effective January 1, 1990, now governs contracts over $100,000.00 for non-Minnesota Contractors.

We have been informed by the Minnesota Department of Revenue that certain requirements have not been met. Therefore, we are withholding an 8% surety deposit from your payment.

You are eligible to have these funds returned when the state tax obligations are met.

Gross Amount

8% Surety Deposit _____

Net Amount Paid

If you have any questions, contact Mr. Dan Weber at (507) 328-2409.

FORM 21126D (FF REV. 4-00)

Project No. **(J-6543)**

GRAND TOTAL $ _____

PROPOSAL GUARANTY as required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the City of Rochester, Minnesota, in an amount equal to at least (5%) percent of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: If a Non-Collusion affidavit is found in this Proposal it must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:
The undersigned hereby acknowledges receipt of and has considered:

Addendum No. __ Dated _____ Addendum No. _____ Dated _____

Addendum No. __ Dated _____ Addendum No. _____ Dated _____

Signed _____

RECEIPT OF PLAN:
The undersigned hereby acknowledges receipt of and has considered: **City No. SWM-8-05 (J-6543) Baihly Woodlands Subdivision Pond Rehabilitation** 26 Total Sheets.

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the _____ day of _____, 20____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership.
NAME BUSINESS ADDRESS

Signed: _____, for _____ a corporation,
Incorporated under the laws of the State of _____

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)